

# The Solicitors Journal.

LONDON, NOVEMBER 28, 1885.

## CURRENT TOPICS.

WE ARE GLAD to learn that Mr. Registrar KOE, who had a severe accident about the commencement of the present sittings, is in a fair way of recovery.

MR. JUSTICE NORTH, who has been a good deal exercised by the unpreparedness of many of the parties in the transferred actions to which we referred last week, has given instructions to the Cause Clerks that no action shall be marked by consent of parties to stand out of the list; consequently, where this is desired, application must be made to the learned judge. We understand that some of the transferred actions were actually placed in Mr. Justice NORTH's paper before the solicitors had heard of the order of transfer. No one appeared, and the cases were struck out, necessitating applications to restore them. Surely there is something wrong in the way in which this last transfer has been sprung upon the profession.

WE OBSERVE, with some little surprise, that in not a few cases Saturday has been fixed as a polling day at the General Election. This will bring into operation the curious provision in relation to Jews contained in rule 26 of the 1st schedule of the Ballot Act. By this rule "the presiding officer, on the application of any voter who is incapacitated by blindness, . . . or (if the poll is taken on Saturday) of any voter who declares that he is of the Jewish persuasion, and objects on religious grounds to vote in manner prescribed by this Act [*i.e.*, to make a mark], shall cause the vote of such voter to be marked on a ballot paper in manner directed by such voter, and the ballot paper to be placed in the ballot-box, and the name and number on the register of voters of every voter whose vote is marked in pursuance of this rule, and the reason why it is so marked, shall be entered on a list, in this Act called 'the list of votes marked by the presiding officer.'" By rule 29 such list of votes marked by the presiding officer is to be made up in a separate packet, containing a statement of the number of voters whose votes are so marked under the heads of (*inter alios*) "Jews." These peculiar provisions of the Ballot Act which affect the Jewish voter were inserted in the House of Commons in Committee on the motion of Mr. CRAWFORD, the member for the City of London, who stated that the Jewish religion prohibits writing by Jews on Saturdays, but allows dictation on that day. It appears that the mere verbal statement by the voter to the presiding officer that he is a person of the Jewish persuasion will be sufficient, and that no declaration is required, as in the case of persons unable to read, unless, indeed, the improbable combination of a Jew illiterate should occur.

A FAMILIAR and a favourite figure has been removed from Lincoln's-inn by the sudden death of Mr. JOSEPH BEAUMONT. Everyone knew, and everyone liked, that sturdy little frame and that slow and cautious step, which was apparently always disputing with every stone on the road whether it had a right to be there. Mr. BEAUMONT was, indeed, a curious and an admirable mixture of qualities. He was the best of fighters, and yet the kindest of men. When he was Chief Justice of British Guiana, he engaged in single combat with the executive government, the press, and the influential inhabitants; yet, when he ceased to hold that office, he had presented to him an address testifying that "all classes of our community have been under the deepest obligations to you for the inestimable moral support which, during your incumbency of the office of Chief

Justice, your pure, lofty, and righteous administration of the law has conferred on our local executive government." Quite undaunted by his Guiana experiences, Mr. BEAUMONT resumed his practice at Lincoln's-inn, where his ability speedily brought him into prominence. The general testimony of his colleagues will bear us out when we say that hardly any man in considerable practice did his work better. He was careful, persistent, and alert; his mind worked like the "devil" of a cotton mill, shaking out the dust and tearing out the fibres of a case, to be subsequently woven into a logical fabric. The judges liked and respected him, and perhaps a little feared his courage and persistency. Many insidious suggestions were made by his brethren that he ought to apply for "silk" and go into a certain court, where neither bar nor solicitors are always treated with the most consummate courtesy. It was supposed that nothing could resist a "silk" BEAUMONT. But he had had enough for one lifetime of personal controversy, and never lent an ear to the learned deceivers. He was always popular with his colleagues at the bar, and the uplifting of that strange raven-like voice was generally the signal for an interested assembly. When the bar met to form its "committee," Mr. BEAUMONT, as usual, had his views; and, as usual, did not fail to let them be heard; and his brethren testified their warm admiration for him by adding him to the Provisional Committee, and by subsequently electing him to serve on the Bar Committee, we believe near the head of the poll. When the news of his sudden death reached Lincoln's-inn there was a feeling of general dismay and regret. At last the sturdy old combatant had met an adversary who could not be thrown; nevertheless the conviction remained that nothing but grim Death could have vanquished him.

IN ANOTHER COLUMN we print the evidence given by Mr. R. P. HARDING, the Chief Official Receiver in Bankruptcy, before the Royal Commissioners to inquire into the depression of trade and industry, upon the subject of private arrangements, which, we think, will be perused by our readers with considerable interest. Unlike the Inspector-General in Bankruptcy, who laboured so hard in his report on the working of the Bankruptcy Act to prove that private arrangements have not "materially increased in number since the passing of the new Act," Mr. HARDING is to be congratulated upon the candour with which he acknowledges the fact which is patent to everyone interested in matters of the kind. It is not by ignoring the existence of this fact that a remedy for any evils which may result from it is to be found, and Mr. HARDING boldly proposes that legislative sanction should be given to such arrangements by registration. He thinks that "there should be provisions for the registration of all such deeds, of the statement of affairs, causes of the failure, and of the dividends paid, and also provision for the audit of the trustee's accounts." Now, we are quite of opinion that all these things are very desirable to be brought about, and have advocated them in these columns, but we also think that a simple measure to enforce registration of private arrangements, without some compensating provision in the shape of binding *small* minorities of non-assenting creditors, will prove unsatisfactory to the trading community at large. We do not suggest that an absolute power of binding creditors who may have a reasonable objection to the proposal should be given to any majority, however large, such as was contained in the Act of 1861; we only desire to reach that class of creditors who hold out most unreasonably in the hope of getting better terms than the bulk of the creditors. It would not, we think, be difficult to frame a provision which would protect minorities, however small, acting *bonâ fide* in their objections, by giving them a right to attend on registration and urge any objection which they might entertain thereto, and laying down certain rules which should regulate the decisions of the courts in such cases. But as the question now

stands it is in every way most unsatisfactory, and we hope that our new legislators will turn their attention to it without delay.

IT WAS DECIDED as long ago as 1807 that, in an action by holder against acceptor of a bill of exchange, a plea of tender after the day on which the bill became due is bad, though the tender be made before action brought. This was decided by the Court of King's Bench in the case of *Hume v. Peploe* (8 East, 168), which has been followed in *Poole v. Tunbridge* (2 M. & W. 223) and *Dobie v. Larkan* (10 Ex. 776) in the Court of Exchequer. The ground upon which the courts have acted is that a plea of tender is applicable only to cases where the party pleading it has not been guilty of any breach of contract, and that the contract of the acceptor is to pay on the precise day when the bill becomes due, and therefore non-payment on that day is a breach. The question does not seem to have come before a court of appeal for decision, but in the case of *Grimwade v. Arnott*, in the Court of Appeal on the 19th of November, the point arose, though it was not decided, as the case was disposed of on a different ground. However, the Master of the Rolls remarked that the court were not prepared to overrule *Hume v. Peploe* and the other cases on this point. It may seem somewhat technical not to allow a plea of tender where the acceptor of a bill has actually tendered the sum due to the holder after the day on which the bill became due, but before action brought; but it becomes more a matter of form than anything else under the Rules of the Supreme Court, as in such a case the defendant's proper remedy would be to pay the money into court as soon as he was served with the writ, and apply to have the plaintiff deprived of costs, or even for an order that the plaintiff should pay the defendant's costs.

THE QUESTION has arisen whether the Ballot Act is effectual to maintain secrecy of voting. That it is absolutely effectual for this purpose if only the elector himself proceeds according to law, we have no doubt whatever. There has sprung up, however, a practice of tracking the elector at and from his home, to, at, and after the poll, which, if the elector lends himself to it, must go far to neutralize the purpose of the Act. The elector is first asked to declare his intention of voting for a particular candidate. He is next furnished with a polling-card giving his number on the register, and requesting him, after voting, to give the card to the agent of the candidate. Finally, immediately after recording his vote, he sees the agent of the candidate (perhaps the very person who canvassed him in the first instance) waiting for the polling-card. The practice is surely contrary to the spirit of the Act. But is it also contrary to its letter? The answer to this question must depend upon the construction to be put upon section 4 of the Act. By this section "every officer, clerk, and agent in attendance at a polling-station shall maintain and aid in maintaining the secrecy of the voting in such station, and shall not communicate except for some purpose authorized by law, before the poll is closed, to any person any information as to the name or number on the register of voters of any elector who has or has not applied for a ballot paper, or voted at that station." If the agent of the candidate who takes the polling-card from the hand of the voter immediately after the vote has been given is "in attendance at a polling-station," this section would be infringed, for his action is not such as to aid in maintaining secrecy. But the "agents" referred to are clearly the agents mentioned in rule 21 of Schedule I. as entitled to be inside the polling-station, and in the case of an agent not entering the polling-station, the practice appears to be quite legal.

CURIOUS DIFFICULTIES may arise at the present General Election in connection with duplicate entries on the register. The Registration Acts (see section 28, sub-section 14, of the Act of 1878, and section 4, sub-section 9, of the Act of 1885) contain elaborate provisions for replacing duplicate entries by a single one, to the intent that the same elector may be entered on the register once and once only. But those Acts contain no express provision for nullifying a vote if twice given; and the Ballot Act, s. 7, makes the register conclusive. The 24th section of the Ballot

Act, however, comes to the rescue by a forced definition of "personation." Ordinarily speaking, no man can personate himself, but for election purposes this feat can be achieved. The definition provided by section 24 is that "a person shall . . . be deemed to be guilty of the offence of personation who . . . applies for a ballot-paper in the name of some other person, whether that name be that of a person living or dead, or of a fictitious person, or who, having voted once at any such election, applies at the same election for a ballot-paper in his own name." The second vote of such a person could, of course, be struck off on a scrutiny, and, under section 86 of the Registration Act, 1843, he may be apprehended on the spot, and, under section 6, sub-section 2, of the Corrupt Practices Act, 1883, he "shall be guilty of felony," and, on conviction thereof, "shall be punished by imprisonment for a term not exceeding two years, together with hard labour."

## POSSESSION OF TITLE DEEDS.

WE have already made some remarks with reference to the case of *Lloyds' Banking Company v. Jones* (33 W. R. 781, L. R. 29 Ch. D. 221), so far as it relates to the question of notice of a marriage being notice of a settlement made on the marriage (see 29 SOLICITORS' JOURNAL, 549), and we there said we might not improbably offer some further remarks upon the case on a future occasion; this we now proceed to do.

The facts of the case were shortly these:—A man deposited with the plaintiffs the title deeds of some leasehold houses, with a memorandum by him of the deposit, thus creating an equitable mortgage, for securing any overdraft of his wife's current account. He died, having by his will left all his property to his wife absolutely, and appointed her executrix. The deeds remained with the plaintiffs, and the widow received credit on their security. She married again, having previously, in contemplation of the marriage, made an assignment, with the assent of the intended husband, of the leaseholds to the defendant Jones, in trust for her separate use for life, and after her death in trust for an infant son of her first marriage absolutely. The trustee made no inquiry at the time about the title deeds, and no notice of the settlement was given to the plaintiffs. Shortly after the marriage the husband and wife informed the plaintiffs' manager of their marriage, and, at the request of the husband and wife, the balance standing to the credit of the wife was transferred to a new account opened in the husband's name. A few months afterwards, the husband having overdrawn his account, the plaintiffs asked to see a copy of the first husband's will, and, having seen the probate and consulted their solicitors, they obtained from the husband and wife a new memorandum of deposit, making the deeds (which had all along remained in the plaintiffs' hands) a continuing security for any overdraft by the husband. Three months later the wife died, the husband's account being then in credit, but it was afterwards overdrawn. After the wife's death, the husband continued to reside in one of the leasehold houses, and received the rents of the others, the wife's son by her first husband (who was still an infant) living with, and being maintained by, him. Some years after the wife's death certain rumours caused the trustee to make inquiries about the deeds, he having, up to this time, believed them to be in the custody of the solicitor who prepared the settlement, and having ascertained where they were, he gave notice of the settlement to the plaintiffs, in whose favour a balance was then owing upon the security of the deposit, and claimed the deeds from them. The plaintiffs insisted on the priority of their charge, and brought an action against the trustee and the infant son, claiming a declaration that they were entitled to a valid equitable mortgage, and asking for foreclosure or sale. The husband had filed a liquidation petition. The case was decided in favour of the plaintiffs.

The judgment delivered does not state, we think, so clearly as could be wished the precise grounds in point of law or equity upon which it is based. We gather, however, that Pearson, J., held that it was the duty of the trustee when the settlement was executed to have made inquiry after the deeds relating to the property settled; that his not having done so enabled the plaintiffs to be drawn in to give credit upon the security of the deeds deposited with them without notice of the settlement, and,

therefore, owing to the fact that the trustee had not made inquiry after the deeds, the settlement was void.

Now we have very well founded views on the subject.

Support the trustee in the case.

to such a mortgagor, the question seems to have been expressed.

said that I demur fatal doctrine.

settlement that the he is doing he is ignorant.

Now, cally of case of to have hold e marria the sep for life favour title d whom proper deeds, by the mortg whole Lord the w her o be n prote so lit as a prote too e depr migt esta plain T Ch. 238 cas sol tru par the ch tr an bi pu ap w v T s g l



therefore, the plaintiffs had an equity in respect of what was owing to them at the time they received notice of it, which gave them priority against both the trustee and the infant beneficiary under the settlement.

Now we venture, with all deference, to say that doubts may very well be entertained as to the soundness of some of the views on which the decision in this case appears to have been founded.

Supposing, for argument's sake, that the neglect on the part of the trustee to make inquiry after the deeds would have amounted, in the case of a purchaser (in the ordinary sense) or mortgagee, to such negligence as would cause him to be postponed to an equitable mortgagee with whom the deeds might have been deposited, the question as to the effect of this neglect on the infant *cestui que trust* seems to us to be deserving of more consideration than it appears to have received from the learned judge. He is reported to have thus expressed himself (we quote from the WEEKLY REPORTER): "It is said that the infant child has a better equity than Mr. Jones has. I demur to that proposition. It would be introducing a most fatal doctrine to say that where there is a trustee under a marriage settlement, who has the legal estate in property, the simple fact that the persons who are his *cestuis que trust* are ignorant of what he is doing is to give them a prior equity to any person, although he is ignorant of the marriage settlement and of the rights of the *cestuis que trust*."

Now, this view of the learned judge appears to us diametrically opposed to Lord Eldon's, as expressed in the well-known case of *Evans v. Bicknell* (6 Ves., at p. 182), which case seems to have been quoted before Pearson, J. There leasehold and freehold estates belonging to Stansell had, by a settlement on his marriage, been assigned and conveyed to Bicknell and Taylor for the separate use of his intended wife for life, remainder to Stansell for life, remainder to the children, with the ultimate limitation in favour of Stansell. Stansell having upon some pretence got the title deeds, except the settlement, out of the hands of Bicknell, to whom they had been delivered on the marriage, mortgaged the property, suppressing the settlement, to secure £300, handing the deeds, it would seem, to the mortgagee. The bill, which was filed by the mortgagee, sought to have the estate sold to satisfy the mortgage and to make Bicknell liable for the deficiency, or the whole, if the court thought the estate should not be sold. Lord Eldon, after deciding that there was no fraud on the part of the wife, said:—"Therefore her estate, so far as it depends upon her own act, appears secure to her. . . . From her there can be no conveyance, her estate being settled to her separate use, and protected by the legal estate of Taylor and Bicknell—the former so little implicated in the fraud or negligence that he was examined as a witness; and therefore it is impossible to affect his estate, protecting hers; and if Bicknell was the sole trustee, it is much too strong to say, this married woman, *cestui que trust*, should be deprived of her interest, though an innocent party, because there might have been fraud or negligence in Bicknell, in whom the legal estate was. Her equity to be protected would be as strong as the plaintiffs' to have their estate made good."

The cases of *Heath v. Crealock* (23 W. R. 95, L. R. 10 Ch. App. 22) and *Waldy v. Gray* (23 W. R. 676, L. R. 20 Eq. 238) seem conformable to what Lord Eldon said. In the former case trustees had lent money on mortgage. One of them was a solicitor. The mortgagor, with the concurrence of the solicitor-trustee, who acted as his solicitor in the matter, sold and conveyed part of the property comprised in the mortgage without disclosing the mortgage, and the title deeds were delivered to the purchasers. The purchase-money was paid over to the solicitor-trustee, who gave a receipt signed by him as on behalf of himself and his co-trustee. He kept the money and absconded. On a bill filed against the solicitor-trustee, the mortgagor, and the purchasers, the mortgage to the trustees was held to have priority against the purchasers. In the latter case (*Waldy v. Gray*) there was a mortgage to two trustees of a marriage settlement, one of whom was a solicitor, who obtained possession of the title deeds. The mortgagor was a client of the solicitor-trustee, to whom the solicitor-trustee fraudulently handed over the deeds. The mortgagor, suppressing the mortgage deed, deposited the rest with a bank to secure his current account. The solicitor-trustee became bankrupt, whereupon the fact of the deposit with the bank was discovered by the co-trustee and the beneficiaries, and notice of

their claim under the settlement was given to the bank. On a bill filed by the beneficiaries and the innocent trustee, it was held that the trustees under the settlement had priority over the claim of the bank.

Now, surely the fault of the trustee Jones in the principal case cannot be put higher as respects its consequences upon those who claim under the settlement than the fraud committed by the solicitor-trustee in the last two above-mentioned cases, in which we see that the innocent trustees and the beneficiaries were protected against the consequences of the acts of the fraudulent trustee.

In conclusion, we venture to submit that Pearson, J., was not as cautious as he might have been when he said "the doctrine of this court has always been that where there are equities which are otherwise equal, the possession of the deeds gives priority to the person who has got them." The cases we have cited seem sufficient to show that this doctrine is not without exception. The class of cases, of which *Northern Counties of England Fire Insurance Company v. Whipp* (32 W. R. 626, L. R. 26 Ch. D. 482) and *Manners v. Mew* (29 Ch. D. 725) are instances, also constitutes an exception to the doctrine above stated. It seems, indeed, far from clear that the principal case—independently of the point as to the *cestui que trust* being affected—does not fall, as in favour of the trustee, within the principles of those cases. But, further, as to the doctrine being too broadly stated, we can hardly do better than refer to what was said by Kindersley, V.C., in *Rice v. Rice* (2 W. R. 139, 2 Drew. 73), where, after acknowledging the doctrine, he goes on to say: "I must, however, guard against the supposition that I mean to express an opinion that the possession of title deeds will in all cases and under all circumstances give the better equity. The deeds may be in the possession of a party in such a manner and under such circumstances as that such possession will confer no advantage whatever." He exemplifies this observation by the case of *Allen v. Knight* (5 Hare, 272), affirmed by Lord Cottenham, C. (11 Jur. 527). And, further on, the Vice-Chancellor says, "So the deeds may have come into the hands of a subsequent equitable mortgagee by means of an act committed by another person, which constituted a breach of an express trust as against the person having the prior equitable interest. In such a case it would be contrary to the principles of a court of equity to allow the subsequent mortgagee to avail himself of the injury which had been thus done to the party having the prior equitable estate or interest." These last remarks come appreciably near what, in this article, has been our contention.

We have received a report of a valuable and interesting address by Mr. Gray Hill, president of the Liverpool Incorporated Law Society, on "Coming Legal Reforms," which, from its length, we regret to be compelled to hold over until next week.

The *City Press* states that the new tax of five per cent. upon the corporate property of the City Guilds (after allowing for expenses of management), which is to be made for the first time this year, is estimated to amount to at least £10,000.

The *Times* reporter states that on Wednesday, in Mr. Justice Day's court, one of the lamps fell and struck the back of the seat assigned to the junior bar. Fortunately, Mr. Montagu Lush, behind whom it fell, happened to be leaning forward at the time, or he would probably have been hit, the seat on which he was being covered with broken glass.

At the York Assizes, on the 19th inst., Briggs Carlill, solicitor, pleaded "Guilty" to forging a transfer of a mortgage to secure the sum of £600, at Hull, on January 6, 1877; also a memorial of the registration of the transfer in the registry for the East Riding of Yorkshire; and also forging a deed, purporting to be a mortgage of a life interest, and two policies of assurance, the property of James Bradley Whistler, in the county of Middlesex, on August 8, 1885. He was sentenced to six years' penal servitude.

In the course of the trial of a case of *Munns v. Keiller & Sons*, on Tuesday, before Lopes, J., both the defendants' counsel being absent simultaneously, an application was made by a member of the bar to be allowed to proceed with the defendants' case on their behalf. His lordship at first refused the application, commenting strongly upon the hardship to a party who had instructed two counsel of finding his case left to a gentleman who had not read the papers. After waiting some minutes, his lordship allowed the case to proceed, remarking, however, that the course was irregular and must not be used as a precedent.

## LIGHT LEGAL LITERATURE.

THE great work promised so long ago by the Council of Law Reporting, and awaited by the profession with so much eager interest, has at length appeared. Its preparation has occupied more than three years, and during that lengthened period quite a little army of learned sappers and miners has been at work. The operations have, we are told, been conducted under the "special supervision" of Mr. Joseph Brown, Q.C.; the general in command, Mr. Alexander Pulling, jun., has had the assistance, as staff officers, of two learned members of the Chancery bar; and the rank and file, in the shape of a "staff of clerks," have toiled and sweated among the dusty out-works of the *London Gazette*. Mr. Pulling modestly tells us little of the skilfully-devised preparations for assault; but it is enough for us to know that a breach was soon effected; the *Gazette* was sacked, and we have now before us the rich spoil collected by the victorious army.

But that we were afraid of impairing the above (as we flatter ourselves) rather neat tribute of admiration, we should have said that a part only of the *Gazette* has been sacked, and a part only of the contents extracted. To be severely accurate, we should explain, in the first place, that the present volume covers only the *Gazettes* between 1830 and 1883. We trust that no one will be unreasonable enough to wait more than this as a first instalment. If we may be permitted to change the metaphor, we should say that the concentrated essence of over fifty years' *Gazettes*, representing the contents of "108 semi-annual indices," ought to be enough to satisfy for the present the very strongest maw. We cannot but feel, however, that, after two or three years, even the choice food already provided may begin to pall on the appetite; there may arise in the profession a demand for "more *Gazette*," and unless the Council of Law Reporting is ready then with a fresh supply, very just indignation will be felt. The raw material exists to a practically limitless extent, and unless the Council of Law Reporting keep their staff at work, they are likely to incur a serious responsibility.

The same severe regard for accuracy also compels us to state that even the whole contents of the fifty years' *Gazettes* have not been rifled. The index now given refers only to "the Orders, Proclamations or Regulations made by the Sovereign in Council, and the various Government Departments," and "the other matters of importance which have been published in the *London Gazette*" between the years above named. The lists of creditors under estates in chancery, of creditors under 22 & 23 Vict. c. 36, of winding-up notices, and of dissolutions of partnerships, are not referred to. They are, as we learn from the title-page, "notices of a purely personal and temporary character." We bow to the decision of the Council in this matter, yet a sigh involuntarily escapes us as we think of the delight of turning over thirty or forty pages of "SMITH, JNO. (April 8, 1881)" or JONES, WILL. (Mar. 19, 1880)."

The mention of these (somewhat abbreviated) delights—which are, alas, to be foregone—reminds us that the present volume is not only remarkable as a work of gigantic industry, but, being a book intended for the learned, is naturally written in a peculiar language. A caution is necessary to the reader who turns to it without previous experience in the unknown tongue often used by the editors. A reader unversed in this would be led into exceedingly grave mistakes, and, with all our appreciation of the work, we are compelled to suggest that a glossary should have been prefixed to it. Suppose, for instance, that an innocent reader should stumble on the entry (p. 412):—

"COCKAN (York, N. R.), new pa."

he might be led to wonder why even this great distinction of Mr. R. N. York Cockan should have found its way into the *Gazette*. He would want further information on this subject, and would find himself told to

"See BRANSDALE-CUM-FARNDALE,"

which seems to favour the view that the result previously announced was due to the conjoint causes required in the course of nature to make Mr. Cockan a "new pa." Turning then to the heading indicated, he will find the information,

"BRANSDALE-CUM-FARNDALE (York, N. R.), of COCKAN new pa, and see below."

This, no doubt, is very much what the reader ascertained before, but, looking below, he would at length find Cockan's *alias* thus explained:—

"BENEFICE. Formed as a consolidated chapelry of the tps of West Farndale, and Low Quarter Farndale and East Bransdale (in Kirkby Moorside pa), of East Farndale (in Lasingham pa), and Bransdale West side (in Kirkdale pa) (Jan. 17, 1873, 170). Endowed out of Common Fund with £12 per ann. (Aug. 20, 1875, 4191); with £39 per ann. (Feb. 18, 1876, 745); with £10 per ann. (Jan. 25, 1878, 398); and with £10 per ann. (Dec. 3, 1880, 6544)."

It is only necessary to give two more instances in order to show the necessity for preliminary study of the language employed before commencing the perusal of the book:—

"BRANSTONE (Staff.), new pa. & tp., partly in Barton-upon-Trent boro' q.v."

"EXE RIVER. Buoys. Rates reduced by O. C. under 'Trinity House Act, 1822.'"

We notice with regret that the new language is not developed so far as seems desirable. We come upon "curate," which should clearly be "cur.," and "chapelry," which should be "chap., and "county court," which should be "coco." This should be looked to in the next edition.

Turning now from these preliminary matters to the general contents of the book, we find that it contains 2,010 closely-printed pages, exclusive of forty-two pages of introductory matter. We are sorry we cannot record the weight, the puny scales which are at our service being inadequate for this purpose, but we may best describe the work as constituting a book of about the size of an exaggerated family Bible. Few works can equal it in variety of contents. The delighted reader may roam, according to his taste from "COCHIN CHINA (see France—Colonies)" to "PERU"; from the "Rum and Rum Shrub Act, 1841," to be found under the heading "INDIA," to the "Rum and Rum Shrub Act, 1834," O.C. as to export duties," to be found under "CEYLON, and see India"; from "CATGUT MAKER: see Slaughterhouses" to "SWINE FEVER: see Appendix (Cattle Disease)"; from "PILGRIMS: see Egypt" to "COLORADO BEETLE." But, for ourselves, we confess that we have found little to equal in interest the information given in Appendix IV., a few extracts from which will show that the volume is not merely an index to the *Gazettes*, but is also replete with historical information:—

"CUSTOMS. Glutmen preferable and ordinary; coal-carriers, charwomen, and all other persons hired at weekly wages to perform menial or ordinary labour only as it is required added to Schedule B. (May 12, 1874, 2510);"

"EDUCATION OFFICE (NATIONAL—IRELAND). Charwoman added to Schedule 'B.' (Feb. 13, 1874, 642);"

"NATIONAL GALLERY. Assistant housemaid added to Schedule 'B.' (Dec. 21, 1875, 6517);"

"HIGH COURT OF JUSTICE. Charwoman in the Common Pleas Division and the Exchequer Division added to Schedule 'B.' (May 7, 1880, 2922)."

There is only one caution to be added in conclusion before quitting this fascinating book. It is that the reader who sits down to its perusal will do well to take care that he has time at his disposal. If at all of an inquiring disposition, he will be insidiously and irresistibly led on to search further and further, until time, which ought to be devoted to more pressing purposes, has been wasted. We speak from sad experience. We came upon the following entry, at p. 520, which attracted our interest:—

"DOGSTHORPE (Nthamp), hmlt. in PETERBORO' S. JOHN, q. v."

As thus directed, we looked for "Peterboro' S. John." We could not find this exact heading, but, at p. 1339, we discovered "Peterborough, S. John the Baptist"; and under this heading the following information:—

"See above. Contains LONGSTONE, LITTLE, q. v."

We "saw above," and found,

"PETERBOROUGH (Nthamp), pa. The boro', incorporated in 1874—the Minster Precincts, and part of the parish, and also part of Fletton, and Woodstone (in Hunts), q. v. See the Improvement Act 13 & 14 Vict c xciii, partly repealing that of 1790. Parish contains Dogsthorpe Hamlet."

This did not seem to give us any further information as to Dogsthorpe, so, having two "q. v.'s" and one "see" to follow, we elected to pursue the first "q. v." and came upon

"LONGSTONE, LITTLE, tp in Bakewell pa. q. v."

Nothing here about Dogsthorpe. Take the next q. v.:—

"WOODSTONE (Hunts), pa: partly in Peterboro' boro', q. v."

No trace yet of Dogsthorpe. Let us lastly try the "see the Improvement Act." But here we were baffled, for there is no heading "Improvement Act." We had not the perseverance to follow up the two superadded "q. v.'s" not yet inspected, and the mystery of "Dogsthorpe (Nthamp), hmlt." is still unsolved. The moral of our loss of time is that solicitors who possess this attractive work ought to keep it under lock and key. If they do not, they will find their article clerks neglecting more important duties in the search for some "Dogsthorpe" of their own.

The Queen's Bench Division on Wednesday refused to issue an injunction to restrain a candidate from breaking an agreement not to appoint personation agents, on the ground that, though the agreement was binding in honour, it was not enforceable by law.



## RECENT DECISIONS.

## THE AGRICULTURAL HOLDINGS ACT, 1883.

(Barlow v. Teal, C. A., 34 W. R. 54.)

Section 33 of the Agricultural Holdings Act, 1883, provides that "where a half-year's notice, expiring with a year of tenancy, is by law necessary and sufficient for determination of a tenancy from year to year," a year's notice so expiring shall be necessary and sufficient. The provision is taken *verbatim* from section 51 of the Act of 1875, and as the words "expiring with a year of tenancy" were inserted in that measure in consequence of (or, at all events, immediately after) a criticism of the Bill which appeared in the columns of this journal, we have always cherished a paternal interest in the section. We have repeatedly maintained that the words "by law," given above in italics, mean "by implication of law"; and, therefore, that, whenever landlord and tenant had agreed in the contract of tenancy that a half-year's notice should be sufficient, the section had no application; the notice in that case being rendered "necessary and sufficient" by agreement of the parties, and not by implication of law. In the present case the parties had agreed for a *six months'* notice, and the Queen's Bench Division decided the case (L. R. 15 Q. B. D. 403) on the ground that "six months" was not equivalent to a "half-year," following the previous decision (on the Act of 1875) of *Wilkinson v. Calvert* (26 W. R. 829, L. R. 3 C. P. D. 360). In commenting on their decision, we ventured to express regret that this narrow and technical ground had been selected, and we suggested that the better ground would have been that above explained. When the case came before the Court of Appeal, the learned Master of the Rolls, with his customary vigorous grasp of principle, explained his view as follows:—"It is only necessary to construe two words in section 33 of the Agricultural Holdings Act, 1883—viz., the words "by law." In my opinion the section applies where there is no express stipulation as to the termination of the tenancy, and not where there is an express stipulation. Where there is no express stipulation, the mode of determining the tenancy is governed by the law, and not by the contract. When a tenancy from year to year is created by implication of law, there must be a half-year's notice to quit; if no stipulation is contained in the demise for the determination of the tenancy, a stipulation would be implied by law that it should be determined by a half-year's notice. But directly the parties have agreed that a half-year's notice shall be given, that is a stipulation which does not arise by law, but by contract. It is a contractual agreement as to notice, and therefore not within section 33. Wherever there is an express contract as to the time of quitting or as to the mode of giving notice to quit, the section does not apply." The other members of the court concurred in this view, and it may, therefore, now be taken as absolutely settled that, notwithstanding the Agricultural Holdings Act, the landlord and tenant of an agricultural holding are at liberty effectually to agree in the contract of tenancy that a half-year's notice to quit shall be sufficient. This is a point of the utmost importance, and we believe that misapprehension prevails rather widely with regard to it.

## REVIEWS.

## QUARTER SESSIONS.

THE PRACTICE OF THE COURT OF QUARTER SESSIONS, AND ITS CIVIL ADMINISTRATIVE, AND APPELLATE JURISDICTION. By JOHN FREDERICK ARCHBOLD, Esq., Barrister-at-Law. FOURTH EDITION. By FREDERICK MEAD, Esq., and H. H. S. CROFT, Esq., Barristers-at-Law. Shaw & Sons.

The editors have, in at least one respect, exercised a wise discretion in the preparation of the present edition. They have not attempted to deal at any length with the criminal jurisdiction of quarter sessions, and this subject, which in the last edition occupied a third of the whole book, is now reduced to about thirty pages. It would be both impossible and unnecessary to combine a satisfactory treatment of this branch of the subject in the same volume with the civil jurisdiction of quarter sessions. The editors, however, have given an excellent table of "Indictable Offences triable at Quarter Sessions," and the chapter on criminal jurisdiction, as now cut down and arranged, is amply sufficient for the purposes of the book. The introductory chapters on the general subjects of "General and Quarter Sessions" and the "Commission of the Peace" are new, and contain an interesting historical outline on each subject. The book in general has been carefully revised, and the new cases and statutes added with commendable terseness. There is also, in the Appendix, a new feature in an extremely useful Table of Procedure on Appeals. The construction of this table is very ingenious, and,

so far as we have tested it, we have found it accurate. We think we may safely commend the work as a valuable book of practice.

## LEGAL DIARIES.

WATERLOW BROS. & LAYTON'S LEGAL DIARY AND ALMANAC FOR 1886. Edited by H. ALAN SCOTT, Barrister-at-Law. Waterlow Bros. & Layton.

There is a wonderful amount of information in this work. Besides the usual contents of legal diaries, it contains suggestions on registering and filing deeds and papers at public offices, table of succession to real and personal property, papers on the preparation of legacy and succession accounts, and notes as to preliminary, intermediate, and final examination of articulated clerks. A feature of considerable value is the addition to the names of solicitors of their local addresses, as regards streets, &c., in large towns, such as Manchester, Liverpool, Birmingham, Bristol, Hull, &c. In addition to the other papers there is one on the Registration of Deeds under the Yorkshire Registries Act, 1884-5.

THE SOLICITORS' DIARY, ALMANAC, AND LEGAL DIRECTORY, 1886. Forty-second Year of Publication. Waterlow & Sons, Limited.

This old-established diary maintains its usual excellence. The information given, so far as we have tested it, is accurate, and Mr. Bond's treatise upon the Stamp Acts and the Law and Practice of Stamping Documents is revised to date. The paper for the diary is excellent.

## CORRESPONDENCE.

## TEMPORARY TRUSTEES.

[To the Editor of the Solicitors' Journal.]

Sir,—I contemplate advising clients to allow the insertion in wills of such a clause as the following, and shall be glad if you or any of your readers will criticize it. The object of it will be apparent:—

"And I declare that from time to time a new trustee or new trustees of this my will may be appointed to act as a temporary trustee or temporary trustees in the stead of any permanent trustee or trustees for either any definite period of time or during any indefinite period, such as during absence from home or inconvenience or impossibility in action by such permanent trustee or trustees; and that every such temporary trustee shall during his trusteeship have, in substitution for the permanent trustee in whose stead he shall be appointed, all the powers and responsibilities of such permanent trustee or such of them as shall be specified in the appointment; and that the power hereby given of appointing a temporary trustee or temporary trustees shall be deemed to be an addition to and not in substitution for any other power of appointing a new trustee or new trustees of this my will that may for the time being exist."

Liverpool, November 24, 1885.

FREDERICK FRODSHAM.

[We receive our correspondent's letter too late for comment this week.—Ed. S. J.]

## CASES OF THE WEEK.

## COURT OF APPEAL.

HALL-DARE v. HALL-DARE—C. A. No. 2, November 21st.

RECTIFICATION OF DEED—JURISDICTION—DISENTAILING DEED AND RESETTLEMENT—MISTAKE IN LIMITATIONS OF RESETTLEMENT—INROLLMENT OF DEED—FINES AND RECOVERIES ACT (3 & 4 WILL. 4, c. 74), ss. 40, 47.

This action was brought for the rectification of a deed which disentailed settled estates, and resettled them. The deed had been inrolled in chancery under the provisions of the Fines and Recoveries Act, and the question was whether, having regard to sections 40 and 47 of that Act, the court had jurisdiction to rectify the deed. The mistake which it was sought to rectify consisted in the omission of some limitations which it had been intended to insert in the resettlement. Section 40 of the Act provides "that every disposition of lands under this Act by a tenant in tail thereof shall be effected by some one of the assurances (not being a will) by which such tenant in tail could have made the disposition if his estate were an estate at law in fee simple absolute: Provided, nevertheless, that no disposition by a tenant in tail shall be of any force, either at law or in equity, under this Act, unless made or evidenced by deed, and that no disposition by a tenant in tail resting only in contract, either express or implied or otherwise, and whether supported by a valuable or meritorious consideration or not, shall be of any force at law or in equity under this Act, notwithstanding such disposition shall be made or evidenced by deed. . . ." And section 47 provides "that in cases of dispositions

of lands under this Act by tenants in tail thereof, and also in cases of consents by protectors of settlements to dispositions of lands under this Act by tenants in tail thereof, the jurisdiction of courts of equity shall be altogether excluded, either on behalf of a person claiming for a valuable or meritorious consideration or not, in regard to the specific performance of contracts, and the supplying of defects in the execution either of the powers of disposition given by this Act to tenants in tail, or of the powers of consent given by this Act to protectors of settlements, and the supplying under any circumstances of the want of execution of such powers of disposition and consent respectively, and in regard to giving effect in any other manner to any act or deed by a tenant in tail or protector of a settlement which in a court of law would not be an effectual disposition or consent under this Act; and that no disposition of lands under this Act by a tenant in tail thereof in equity, and no consent by a protector of a settlement to a disposition of lands under this Act by a tenant in tail thereof in equity, shall be of any force, unless such disposition or consent would in case of an estate tail at law be an effectual disposition or consent under this Act in a court of law." By his will a testator devised his estates to the use of his son A. for life, with remainder to the use of the first and other sons of A. successively in tail, with remainder to the use of the testator's son B. for life, with remainder to the use of the first and other sons of B. successively in tail, with remainders over. In the year 1878, A. being then a bachelor, and B. having only one son, C., a disentailing deed was executed, with the consent of A. as the protector of the settlement. By this deed B. and C., with the consent of A., granted the estates to X., to hold the same subject to the limitations in the will prior to the life estate of B., but freed and discharged from the life estate in remainder of B., and from the estate tail of C., and the subsequent estates in remainder, to the use of B. for life, in substitution for his life estate in remainder under the will, with remainder to the use of C. in tail, with remainder to the use of D. for life, in remainder to the use of the first and other sons of D. successively in tail, with remainders over. It had been intended to preserve the original limitations to the use of the second and other sons of B. successively in tail, between the limitation to the use of C. in tail and the limitation to the use of D. for life, so as to provide for the possibility of B. having other sons born; but those limitations were inadvertently omitted, and the court was asked to rectify the deed by inserting those limitations. *Bacon, V.C.*, held (33 W. R. 515, L. R. 29 Ch. D. 133) that, by virtue of the above sections of the Fines and Recoveries Act, the jurisdiction of the court to rectify the deed was excluded. It was urged that the deed required inrolment only for the purpose of giving it validity as a disentailing deed, and that the resettlement might have been made by an independent deed, which would not have required inrolment, and that in that case the jurisdiction of the court to rectify the deed of resettlement could not have been doubted, and it was urged that, so far as the deed, which combined the barring of the entail and the resettlement, was a resettlement, the provisions of sections 40 and 47 did not apply to it, and that the jurisdiction to rectify the limitations of the resettlement was the same as if that resettlement had been contained in a separate deed. *Bacon, V.C.*, however, held that section 47 was conclusive against the jurisdiction, and he dismissed the action. The Court of Appeal (*Lord Halsbury, C.*, and *Lindley and Fry, L.JJ.*) reversed the decision, holding that there was jurisdiction to rectify the deed. *Lord Halsbury, C.*, said that, but for the Act, it would be impossible to contest the jurisdiction of the court to rectify a deed which did not carry out the intentions of the parties to it. It was said that the jurisdiction of the court was excluded by the terms of the Act. But the Act had not expressly excluded the jurisdiction to rectify deeds on the ground of mistake; it had provided that the legal dispositions of the parties to a disentailing deed should be determined only by the instrument which was inrolled under the Act, and not by any other instrument outside the inrolled deed. With all respect to *Bacon, V.C.*, that provision had no relation to the present application; it had no reference to a case in which the real intention of the parties had not been carried out by the inrolled instrument. The only argument of any weight was based on the words of section 47, excluding the jurisdiction of courts of equity "in regard to giving effect in any other manner to any act or deed by a tenant in tail or protector of a settlement which, in a court of law, would not be an effectual disposition or consent under this Act." It was contended that instructions for a settlement would fall within those words. But the court was not asked to alter a deed; it was asked to restore the deed to the form which it was intended by the parties to have at the time when they executed it. His lordship thought that the Vice-Chancellor had taken too narrow a view of the Act. *Lindley, L.J.*, and *Fry, L.J.*, concurred.—COUNSEL, *Hemming, Q.C.*, and *Byrne*; *Marten, Q.C.*, and *T. Ribton*. SOLICITORS, *Freeman & Bothamley*; *Crawley, Arnold, & Co.*

*In re HIGGINS, DAY v. TURNELL*—C. A. No. 2, 23rd November.

SUCCESSION DUTY.—SETTLEMENT—COVENANT BY SETTLOR FOR PAYMENT OF A SUM OF MONEY "FREE FROM ALL DEDUCTIONS"—16 & 17 VICT. c. 51, s. 1, 42, 44—36 GEO. 3, c. 52, s. 6.

The question in this case was, who was liable to pay succession duty on a sum of money, the payment of which was secured by a covenant in a post-nuptial settlement. The settlement contained a covenant by the father of the wife with the trustees that he would, at such time or times during his life as he should think fit, or within twelve calendar months after his death, pay to the trustees the sum of £10,000, "free from all deductions whatsoever"; and that, in the meantime, and until the £10,000 should have been paid, he would pay to the trustees the clear yearly annuity of £200. The £10,000 and the annuity were to be held by the trustees upon trusts for the benefit of the husband and wife and their

issue. The covenantor died, without having paid the £10,000, and it was, after his death, paid out of his estate to the trustees of the settlement. The trustees raised by originating summons the question whether the succession duty on the £10,000 was payable by the covenantor's estate or out of the fund itself. Both the trustees and the executor took it for granted that succession duty would be payable, and the Crown was not before the court to contest the question whether duty was, in fact, payable. *Bacon, V.C.* (L. R. 29 Ch. D. 697, 29 SOLICITORS' JOURNAL, 420), without deciding the question whether any duty was payable, held that the trustees of the settlement were liable to pay it out of the £10,000, if it was payable. The Court of Appeal (*Lord Halsbury, C.*, and *Lindley and Fry, L.JJ.*) affirmed the decision.—COUNSEL, *Marten, Q.C.*, and *Dunham*; *Pearson, Q.C.*; *Millar, Q.C.*, and *W. N. Lawson*. SOLICITORS, *Pritchard & Marshall*; *J. Henry Johnson*.

*KILFORD v. BLAYNEY*—C. A. No. 2, 23rd November.

WILL—CONSTRUCTION—EXONERATION OF PERSONAL ESTATE FROM DEBTS AND LEGACIES—CHARGE ON REAL ESTATE—LAPSED BEQUEST TO CHARITY.

The question in this case was as to the effect of a clause in a will charging the payment of the debts, &c., of the testatrix on her real estate in exoneration of her personal estate. The testatrix devised her real estate to her executors on trust for sale, and declared that the executors should, out of the proceeds of sale, pay her funeral and testamentary expenses, and debts, legacies, and duties payable thereon, and divide the surplus equally between the children of W. who might be living at her death. She then bequeathed some legacies free of duty, and directed her trustees to sell certain leasehold estates, and to apply the proceeds of sale as follows:—In case the proceeds of sale of the real estate should be insufficient to pay her debts, funeral expenses, and legacies, to apply so much of the proceeds of sale of the leasehold property as should be sufficient for that purpose, and to divide the surplus equally between all the children of H. living at her death; but in case no part of the proceeds of sale of the leaseholds should be required to pay her debts, funeral expenses, and legacies, then to divide the whole of the proceeds of sale of the leaseholds equally between such children. And the testatrix bequeathed all her personal estate to the executors, upon trust for conversion, and to pay over the proceeds to a charity. The real estate was sold for £478; the leasehold estate was sold for £89. The personal estate bequeathed to the charity consisted of £700 impure personality and £1,643 pure personality. The debts, funeral and testamentary expenses, legacies, and duties amounted to £850. The gift to the charity lapsed to the extent of the £700 impure personality. *Bacon, V.C.*, held (L. R. 29 Ch. D. 145, 29 SOLICITORS' JOURNAL, 372) that the debts, legacies, &c., were chargeable (1) on the impure personality; (2) on the real estate; and (3) on the leaseholds. The Court of Appeal (*Lord Halsbury, C.*, and *Lindley and Fry, L.JJ.*) held that the debts, legacies, &c., must be apportioned between the pure and the impure personality according to their values respectively, and that the impure personality must bear its proportion, while the proportion thus falling on the pure personality must be borne by the real estate, and that the leaseholds were liable to exonerate the pure personality, but not the impure personality.—COUNSEL, *C. Lyttelton Chubb*; *Hemming, Q.C.*, and *Bramwell Davis*; *Swinfen Eady*; *Stirling*. SOLICITORS, *Beaumont & Warren*; *Ellis, Munday, & Co.*; *Hare & Co.*

HIGH COURT OF JUSTICE.

*In re EMPEROR LIFE ASSURANCE SOCIETY (Limited)*.—*Bacon, V.C.*, 20th November.

COMPANY—COMMENCEMENT OF VOLUNTARY WINDING UP—COMPANIES ACT, 1862, s. 130.

In this case a petition had been presented, and an order appointing a provisional liquidator made, on the 22nd of September, 1885. On the 5th of October, resolutions for a voluntary winding up were passed, and on the 21st of October they were confirmed. On the 24th of October, an order was made to continue the voluntary winding up subject to the supervision of the court. The question now arose whether the winding up commenced on the appointment of the provisional liquidator, or on the confirmation of the resolutions. *Bacon, V.C.*, said that the company had power to pass resolutions for a voluntary winding up, but those resolutions were wholly inoperative until confirmed at a second meeting. The appointment of a provisional liquidator was a mere piece of machinery, and it was impossible to say that the winding up commenced at any other date than the confirmation of the resolutions.—COUNSEL, *Marten, Q.C.*; *Mulligan*; *F. B. Palmer*. SOLICITORS, *F. J. Mann*; *W. Sturt*.

*LESLIE v. CAVE*—*Pearson, J.*, 21st November.

R. S. C., 1883, ORD. 31, R. 15—PRODUCTION FOR INSPECTION—DOCUMENTS REFERRED TO IN PLEADINGS—PRIVILEGE.

This was an application by the defendant for the production, for inspection, of certain documents which were referred to in the plaintiff's statement of claim. The defendant had given a notice to produce the documents in question, under rule 15 of order 31, which provides that "every party to a cause or matter shall be entitled at any time, by notice in writing, to give notice to any other party, in whose pleadings or affidavits reference is made to any document, to produce such document for the inspection of the party giving such notice, or of his solicitor, and to permit him or them to take copies thereof; and any party not comply-



ing with such notice shall not afterwards be at liberty to put any such document in evidence on his behalf in such cause or matter unless he shall satisfy the court or a judge that such document relates only to his own title, he being a defendant to the cause or matter, or that he had some other cause or excuse which the court or a judge shall deem sufficient for not complying with such notice; in which case the court or a judge may allow the same to be put in evidence on such terms as to costs and otherwise as the court or judge shall think fit." The plaintiff objected to the production, on the ground that the documents in question related exclusively to his own title, and did not in any way assist the title of the defendant. On behalf of the defendant, it was contended that the right to production was absolute under this rule. PEARSON, J., following the decision of the Court of Appeal in *Roberts v. Oppenheim* (L. R. 26 Ch. D. 724, 28 SOLICITORS' JOURNAL, 443), held that the plaintiff was, notwithstanding the reference to the documents in the statement of claim, entitled to the same privilege from production to which he would have been entitled if the documents had not been so referred to. And, holding that the documents, so far as appeared, did relate only to the plaintiff's title, his lordship dismissed the application.—COUNSEL, W. W. Karslake, Q.C., and Ingpen. SOLICITORS, Arnold & Co.; S. Lucas Hunt.

#### NATIONAL PROVINCIAL BANK OF ENGLAND v. GAMES— Pearson, J., 25th November.

MORTGAGOR AND MORTGAGEE—FORECLOSURE ACTION—COSTS OF MORTGAGEE.

This was a foreclosure action, and the question was what costs the plaintiffs (the mortgagees) were entitled to charge against the mortgaged property. The plaintiffs were equitable mortgagees by deposit of the title deeds of freehold property, accompanied by a memorandum by which the mortgagor agreed upon request to execute to the plaintiffs a mortgage of all his estate and interest in the property comprised in the deeds, and all other usual clauses. The plaintiffs afterwards requested the mortgagor to execute a legal mortgage, and a mortgage deed was prepared by their solicitors and tendered to the mortgagor, but he refused to execute it. The plaintiffs commenced a foreclosure action, and after its commencement the mortgagor became a bankrupt, and the trustee in the bankruptcy was added as a defendant to the action, and an order was made by consent, that upon payment by the trustee to the plaintiffs of an agreed sum, together with their costs of the action, including any charges and expenses properly incurred by them as mortgagees, to be taxed by the taxing master, the action should be dismissed. In carrying in their costs for taxation in pursuance of this order the plaintiffs claimed (*inter alia*) the following items: (1) The taxed costs of a judgment which they had obtained in an action in the Queen's Bench Division against the mortgagor for money lent to him; (2) the costs of certain correspondence with a surety who had given them a promissory note for the mortgage debt; (3) their costs of preparing the legal mortgage and endeavouring to procure its execution by the mortgagor; (4) their costs of investigating the title to the property. The taxing master disallowed all these costs. In his answer to the plaintiffs' objections to his certificate, he said: "The items disallowed by me are not mortgagee's costs—i.e., not such costs as mortgagees are entitled to against the property in mortgage. A mortgagee is merely a secured creditor, and is only entitled to party and party costs against the mortgaged property of any action for foreclosure, or to obtain possession, &c. The item of taxed costs of judgment in the action in the Queen's Bench Division is recoverable under that judgment, and does not attach on the mortgaged property. A mortgage deed could not be charged, and in this case of an equitable mortgage the costs of preparation of deeds to give the legal title are in the same position. These deeds were never executed. All the other items are between solicitor and client, and not between party and party (see *Gregg v. Slater*, 22 Beav. 314, and *French v. Baron*, 2 Atk. 120)." On a summons to review the taxation, PEARSON, J., affirmed the decision of the taxing master as to items (3) and (4), but held that items (1) and (2) ought to have been allowed. He said that the action in the Queen's Bench Division was reasonably brought by the plaintiffs to obtain payment of what was due to them, and they were entitled to the costs of those proceedings. With regard to the items under (2), if the plaintiffs had taken proceedings at law against the surety he should have allowed them the costs of those proceedings. *Ellison v. Wright* (3 Russ. 458) was entirely in point. There, "on a bill for redemption the Master of the Rolls gave to the defendant, the mortgagee, the costs of an action which he had brought against a person who had joined the mortgagor as surety in a bond for the mortgage-money, the fruit of the action being lost by the insolvency of the surety; and his Honour stated the principle to be that the mortgagee was entitled to be allowed in account against the mortgagor, all expenses properly incurred for the recovery of the mortgage money." That case had been frequently cited, and, so far as he knew, it had been acted upon in all cases, except, perhaps *Levis v. John* (9 Sim. 366). If the two cases were opposed to each other, his lordship preferred *Ellison v. Wright*. The only other case in which any doubt had been thrown on *Ellison v. Wright* was *Merriman v. Bonney* (12 W. R. 461). But it had been cited before Knight Bruce, L.J., Lord Romilly, M.R., and Jessel, M.R., and none of those learned judges had expressed any disapproval of it. His lordship thought that the decision in *Ellison v. Wright* was consistent with principle, and it was certainly consistent with justice. He thought, therefore, that the costs under (2) should be allowed. With regard to items (3) and (4), the observations of Kindersley, V.C., in *Price v. Bury* (2 Drew. 41), were very pertinent. In that case it was held that "on foreclosure of an equitable mortgage of copyholds, the mortgagor, being the person to take the necessary steps for an effectual surrender, must pay

the expense of such steps." And Kindersley, V.C., said, "The common rule of the court as to an equitable mortgagee by deposit is this: by the deposit the mortgagor contracts that his interest shall be liable to the debt, and that he will make such conveyance or assurance as may be necessary to vest his interest in the mortgagee. He does not contract that he will make a perfect title, but he does bind himself to do all that is necessary to have the effect of vesting in the mortgagee such interest as he, the mortgagor, has. Now, if the case were one of an equitable mortgage of freehold, the decree would be that the mortgagor should convey to the mortgagee, without saying at whose expense. In carrying this out, the course would be, that the mortgagee would have to prepare a draft and submit it to the mortgagor. When the draft was settled, the mortgagee would have to engross and stamp it, and tender it for execution to the mortgagor, and on that tender being made and refused, and not before, the mortgagor would be guilty of breach of the terms of the decree." This plainly implied that the mortgagee must pay his own costs of preparing and stamping the legal mortgage and tendering it to the mortgagor for execution. And, on the same principle, his lordship thought that the mortgagee must pay his own costs of investigating the title to the property. In the case of a legal mortgage containing a covenant by the mortgagor for further assurance, it would very much astonish any one if the mortgagee requiring the mortgagor under the covenant to execute a further assurance, should require him to pay all the mortgagee's costs of procuring that assurance.—COUNSEL, Sir A. T. Watson; Upjohn. SOLICITORS, Wilde, Berger, & Moore; Schulte & Son.

#### In re RIDDELL'S TRUSTS—Chitty, J., 21st November.

SETTLEMENT—POWER OF APPOINTMENT—FRAUD ON POWER—INVALID CONDITION.

In this case a question arose as to the validity of an exercise of a power of appointment in favour of an object of the power, coupled with a condition in favour of the appointor. It appeared that the appointor being donee of a power of appointing a trust fund after her death amongst her children, the same being, in default of appointment, divisible amongst them equally, appointed half of the fund to one of her two sons, upon the express condition that she and her estate, in the event of such son surviving her (which event did not occur), should be indemnified from all liability in respect of a bond previously given by her to secure payment of a sum borrowed upon a mortgage by her said son of his interest in the trust fund, and also that, until satisfaction of the bond, all moneys due thereunder should be a first charge upon the appointed moiety of the trust fund. CHITTY, J., said that there was no ground for impeaching the appointment as corrupt. The appointment was made, not for the benefit of the appointor, but for that of the appointee, and there was nothing which showed any corrupt intention within the principle laid down in *Lord Mornington v. Wellesley* (2 K. & J. 143). On the other hand, the condition could, within *Stuart v. Castle Stuart* (8 Ir. Ch. Rep. 408), be treated as void and as capable of rejection by the son, in which case, whilst the condition fell, the appointment stood. He held that the appointment was valid.—COUNSEL, Upjohn; Borthwick; Willis Bunt; S. B. L. Drues. SOLICITORS, A. R. Oldman, for England, Saxelbyes, & Sharp, Hull; Wright & Co., for J. M. Green, Birmingham; May, Sykes, & Batten; Gamlen, Burdett, & Woodhouse.

#### HARRIS v. DE PINNA—Chitty, J., 20th November.

INJUNCTION—LESSOR AND LESSEE—EASEMENTS—UNITY OF POSSESSION—LIGHT—AIR—RIGHT OF WAY—FORTY YEARS' ENJOYMENT—PRESCRIPTION ACT (2 & 3 WILL. 4, c. 71), ss. 2, 3, 8.

In this case a motion was made by timber merchants for an *interim* injunction to restrain the defendants from re-erecting buildings so as to interfere with the access of light and air to the plaintiffs' timber-stage. It appeared that the parties held contiguous premises under leases, granted by a common lessor about the year 1820, for terms still unexpired. The plaintiffs' timber-stage had existed for upwards of forty years, and was used for the storing and exhibition of timber, which, for the latter purpose, was drawn from racks in such a way as to cause the light to fall upon each piece drawn out and display its figure and grain. The stage was erected on timber uprights resting on brick or stone foundations, and in some instances connected together with iron ties. There were several floors, and the top floor was so constructed as to serve either as a roof or as additional staging. The structure possessed no windows, but the sides were left open, and through these the light and air were admitted to the structure. It was stated that the structure covered more than one acre of ground, and would cost upwards of £10,000 to remove and re-erect. The defendants had entered into a building agreement with the common lessor under which, upon the erection of the buildings complained of, the old lease was to be surrendered in return for one of an extended period. The principal question was, whether the timber-staging was a building within the Prescription Act (2 & 3 Will. 4, c. 71), s. 3, which provides that, when the access and use of light to and for any dwelling-house, workshop, or other building shall have been actually enjoyed therewith for the full period of twenty years without interruption, the right shall be deemed absolute and indefeasible. The plaintiffs also claimed an injunction in respect of easements acquired by a prescription of upwards of forty years' enjoyment, under section 2 of the Prescription Act, in respect of the horns of a traveller or carrying machine, which hung over the land leased to the defendants, and also in respect of part of the structure itself, which likewise hung over. CHITTY, J., said that, although it was true that the Act contained no

definition of what a "building" was, yet it was clear that the word referred to a class of structures *quodam generis* with "dwelling-houses and workshops." The right way of determining whether the structure in issue came within the class of buildings referred to in the Act was to look at it as a whole, and not (when the Act left the question open) to import into it anything like a definition by establishing that the presence of windows, or any similar matter of detail, was a criterion of what the Act intended. Was then the structure such as would put an ordinary man on his guard against the possibility of its owner acquiring an easement of light? He thought that it was not. Was it such as an ordinary man, with a reasonable knowledge of the English language, would call a building? He also answered that question in the negative. Looking at the structure as a whole, and without regarding any single attribute as furnishing a decisive test by which the point at issue could be determined, he was of opinion that the timber-stage was not a building within the meaning of the Act. With regard to the claim for air, it was a claim, not for enjoyment over the plaintiffs' own property, but for the passage of air over the defendants' property. With respect to that the point might be said to have been disposed of in *Bryant v. Lefevre* (27 W. R. 612, L. R. 4 C. P. D. 172) (*per* Cotton, L.J.), that a right by way of easement to the access of air over the general unlimited surface of a neighbour's property could not be acquired by mere enjoyment. Therefore, the plaintiffs' claims for light and air failed. With respect to the easement as to the traveller, it was said by the defendants that the principle in the case of *Bright v. Walker* (1 Cr. M. & R., 211) was applicable only to cases where twenty years' enjoyment under section 2 was pleaded, and not to cases of forty years' enjoyment; but a review of the whole decision would show that it was a decision which proceeded on the whole of section 2, and also of section 8, and that its effect was to decide that where both the parties held under the same lessor no easement could be acquired; for an easement acquired under the statute must be one which must be good against the whole world. The decision itself, however, was only upon the twenty years' enjoyment, and in the cases of *Beggs v. Macdonald* (2 L. R. Ir. 560) and *Fahey v. Dwyer* (4 L. R. Ir. 271) it had been held, under section 2, that forty years' enjoyment of a right of way, notwithstanding unity of seisin, created a title as between the common lessees, the courts of Ireland in this respect adopting the principle in regard to section 3 laid down by the English court, in respect of an easement of light, in *Proven v. Phillips* (11 C. B. N. S. 449). He was disposed to follow the ruling of the Irish courts, and the result was, that he held that the forty years' enjoyment under section 2 gave an absolute right against the whole world, except the reversioner, who had, under section 8, specially saved to him a further period of three years after the determination of the lease in which he might resist that which had been called by section 2 an absolute and indefeasible right. That, however, did not dispose of the motion on that point, because he was not prepared to grant an injunction in the absence of the lessor, nor was he prepared in his absence to say that the surrender of the lease, if *bond fide* made and without the object of interference with the plaintiffs' right, was anything of which the plaintiffs could complain. It was, moreover, obvious that were the injunction granted, the defendants would never be in a position to ask the lessor to accept a surrender, whilst the lessor would lose any benefit he had contracted for. If the lease were surrendered, the lessor, under section 8, could at once resist the plaintiffs' rights, and to grant an injunction would be to interfere with the right especially saved to him by the statute. To thus prejudice the lessor would be neither just nor convenient, especially when regard was paid to the fact that the plaintiffs could have their remedy in damages against the defendant. He should, in respect of the traveller, decline to grant an injunction in the absence of the lessor as a necessary party. With respect to the claim in respect of the small part of the timber-stage which overhung the defendants' premises, he should likewise, in the absence of the lessor, decline to grant an injunction. The motion was refused, with costs to be reserved until the trial.—COUNSEL, *Ince, Q.C.*, and *Jason Smith; Rose, Q.C.*, and *McSwiney*. SOLICITORS, *Roscoe, Hincks, & Sheppard; Alfred H. Crouther*.

**BORLICK v. HEAD, WRIGHTSON, & CO.—Q. B. Div., 23rd November.**  
**MASTER AND SERVANT—EMPLOYERS' LIABILITY ACT, 1880—MEASURE OF DAMAGES—OVERTIME EARNINGS.**

In this case the plaintiff sued his employers for injuries sustained in their service under the Employers' Liability Act, 1880. He proposed to give evidence as to the amount of loss he had sustained in respect of certain overtime work for which he had earned wages from another employer. The county court judge refused to allow him to do this, but ultimately permitted the jury to assess damages, under different heads, in respect of his wages earned from the defendant, and in respect of wages obtained from the other source. The combined amounts did not nearly equal the sum which the plaintiff might have obtained under 43 & 44 Vict. c. 42, s. 3, which allows the jury to give damages to the extent of the estimated earnings for three years of a man in the same employment as the plaintiff. The county court judge held that the plaintiff was only entitled to the amount found due to him in respect of the wages he would have obtained in the defendant's service. The Court (*Henderson B.*, and *Cave, J.*) said that the rule as to the three years' wages was not a measure of damages, but merely a limit of the maximum damages to be awarded, and that, as the jury had found that the plaintiff had suffered losses in respect of both employments, they had a right to give him damages, in respect of them both, up to the limit given in the Act.—COUNSEL, *Rugg; W. H. Butler*. SOLICITORS, *Watson, Bone, & Rose, for Bell & Co., Middlesbrough; Wilkinson, for Wright, Beckett, & Co., Liverpool*.

**CASES AFFECTING SOLICITORS.**  
**HIGH COURT OF JUSTICE—QUEEN'S BENCH DIVISION.**  
 (Before CAVE, J.)

Nov. 20.—*Newman and others v. Wells.*

In 1883 it was proposed to obtain an Act of Parliament for the construction of a new railway to Brighton. The plaintiffs, Messrs. Newman, Stretton, & Hilliard, a firm of solicitors, explained to a number of gentlemen who were interested in the proposed undertaking that about £2,000 would be required for what is termed referencing, and some gentlemen, of whom the defendant was one, severally guaranteed the plaintiffs £2,500, of which sum the defendant guaranteed £100, the plaintiff agreeing if this sum was guaranteed to employ someone to do the referencing. It appeared that referencing is ascertaining how many persons will be displaced by the proposed line, and this is required by the Standing Orders. The parliamentary agents of the plaintiffs employed a referencer to do the work. The referencer, above the column in which the number of persons displaced appeared, wrote the words "statute adults," and instead of counting every human being as one person he counted two children under the age of twelve as an adult. The Committee of the House of Commons did not consider this a reason for throwing out the Bill as not complying with the Standing Orders. The Committee of the House of Lords, however, took a different view, and threw out the Bill. This action was then brought on the guarantee, and the defence raised was that the Bill having been thrown out, on account of the referencing having been negligently done by the plaintiffs, or by those for whom they were responsible, there had been a total failure of consideration.

CAVE, J., in delivering judgment, said that the plaintiffs had done all they had agreed to do. He was astonished that the Committee of the Lords should have proceeded on such an utter technicality as they had done. It was not reasonable on the evidence before him to ask him to find that the plaintiffs had been negligent.

Judgment was accordingly entered for the plaintiffs for £100 and costs. *H. D. Greene, Q.C.*, and *Macaskie* appeared for the plaintiffs; *Upjohn*, for the defendant.—*Times*.

**ELECTION LAW.**

**HIGH COURT OF JUSTICE—QUEEN'S BENCH DIVISION.**  
 (Sittings in Banc, before POLLOCK, B., and MANISTY, J.)

Nov. 23.—*In the Matter of the Municipal Elections Act, 1884, Ex parte Wilks.*

This was an appeal on behalf of Mr. Wilks, a member of the School Board for London for the Finsbury Division. It appeared that during the recent election the posters and placards used by Mr. Wilks in the contest did not bear the name and address of the printer—an omission which is made an illegal act by the 18th section of the Municipal Elections Act, 1884. Upon an application being made to this court for an order under section 20 of the above statute, exempting Mr. Wilks from the consequences of the illegal act, on the ground that it was due only to inadvertence, opposition was made by Mr. Bayres, one of the unsuccessful candidates for the same division, who stated that he intended to file a petition against Mr. Wilks' return, and the hearing was adjourned to enable the petition to be filed. On the case being heard this morning, *Freeman* appeared for Mr. Wilks.

*Henn Collins, Q.C.*, and *Muir Mackenzie*, opposed the application. *POLLOCK, B.*, said that, under ordinary circumstances, he should have been content to have said that the court would not grant Mr. Wilks the relief he asked. The question raised was, however, one of some importance. Many applications for relief against the consequences of illegal acts had been made to the courts, and the courts had been liberal in granting them, but this was not an ordinary application. It appeared that a petition had been filed, charging Mr. Wilks with corrupt practices, among which was the illegality in question. It was not possible for the court to go into the question of the corrupt practices, and it would not be right to take away from the petitioner one of the charges upon which he had founded his petition. In his lordship's opinion that was not the intention of the statute. This court, therefore, without expressing any opinion upon the merits, would remit the whole matter to the Election Court.

MANISTY, J., concurred.—*Times*.

**NEW LEGAL M.P.'S.**

The following members of the legal profession have been already returned to the new Parliament. Members whose names are printed in italics were members of the House of Commons at the date of the dissolution:—

**ENGLAND AND WALES.**

**BARRISTERS.**

ASHTON-UNDER-LYNE—John Edmund Wentworth Addison, Q.C. C  
 BATH—Edmund Robert Woodhouse. L  
 BETHNAL GREEN, South-West—Edward Hare Pickersgill. L  
 BOSTON—William James Ingram. L



BRIGHTON—*Right Hon. William Thackeray Marriott, Q.C.* C  
 BURY—*Right Hon. Sir Henry James, Q.C.* L  
 BURY ST. EDMUNDS—*Lord Francis Hervey.* C  
 CAMBRIDGE UNIVERSITY—*Right Hon. Henry Cecil Raikes.* C  
 CHATHAM—*Sir John Eldon Gorst, Q.C.* C  
 CHELSEA—*Right Hon. Sir Charles Wentworth Dilke, Bart.* L  
 CHELTENHAM—*James Tynte Agg Gardner.* C  
 CHRISTCHURCH—*Charles Edward Baring Young.* C  
 COLCHESTER—*Henry John Trotter.* C  
 DERBY—*Right Hon. Sir William Vernon Harcourt, Q.C.* L  
 DEWSBURY—*Serjeant John Simon.* L  
 DURHAM—*Thomas Milvain.* C  
 FULHAM—*William Hayes Fisher.* C  
 GRANTHAM—*John William Mellor, Q.C.* L  
 HACKNEY, South—*Charles Russell, Q.C.* L  
 IPSWICH—*Henry Wyndham West, Q.C.* L  
 LAMBETH, Brixton—*Ernest Baggallay.* C  
 LIVERPOOL, East Toxteth—*Henry De Worms.* C  
 " Abercrombie—*William Frederick Lawrence.* C  
 " Walton—*John George Gibson, Q.C.* C  
 MAIDSTONE—*Alexander Henry Ross.* C  
 OLDHAM—*John Tomlinson Hibbert.* L  
 OXFORD UNIVERSITY—*Right Hon. Sir John Robert Moubray, Bart.* C  
 PLYMOUTH—*Edward Clarke, Q.C.* C  
 PRESTON—*William Edward Murray Tomlinson.* C  
 ST. PANCRAS, South—*Sir Julian Goldsmid, Bart.* L  
 SHEFFIELD, Attercliffe—*Hon. Bernard John Seymour Coleridge.* L  
 " Eccleshall—*Ellis Ashmead Bartlett.* C  
 " Central—*Charles Edward Howard Vincent.* C  
 " Hallam—*Charles Beilby Stuart Wortley.* C  
 STAFFORD—*Charles Benjamin Bright MacLaren.* L  
 WIGAN—*Francis Sharp Powell.* C  
 WINDSOR—*Robert Richardson Gardner.* C  
 WOLVERHAMPTON, South—*Right Hon. Charles Pelham Villiers.* L  
 YORK—*Frank Lockwood, Q.C.* L

## SOLICITORS.

BRISTOL, North—*Levis Fry.* L  
 LIVERPOOL, Everton—*Edward Whitley.* C  
 MERTHYR TYDVIL—*Charles Herbert James.* L  
 ST. PANCRAS, North—*Thomas Henry Bolton.* L  
 STOCKTON—*Joseph Dodds.* L  
 WANDSWORTH—*Henry Kimber.* C  
 WOLVERHAMPTON, East—*H. H. Fowler.* L

## SCOTLAND.

## BARRISTERS AND ADVOCATES.

ABERDEEN, North—*James Bryce, D.C.L.* L  
 " South—*William Alexander Hunter.* L  
 CLACKMANNANSHIRE—*John Blair Balfour, Q.C.* L  
 DUNDEE—*Edmund Robertson.* L  
 " Charles Carmichael Lacaita. L  
 EDINBURGH, West—*Thomas Ryburn Buchanan.* L  
 ELGIN—*Alexander Asher, Q.C.* L

## IRELAND.

## BARRISTERS.

DUBLIN UNIVERSITY—*Right Hon. Hugh Holmes, Q.C.* C  
 " *Right Hon. David Richard Plunket, Q.C.* C

Mr. HENRY JOHN TROTTER, barrister, who has been elected M.P. for the Borough of Colchester in the Conservative interest, is the second son of Lieut.-Colonel William Trotter, of Bishop Auckland, Durham, and was born in 1840. He was educated at Oriel College, Oxford. He was called to the bar at the Inner Temple in Trinity Term, 1864, and he is a member of the Northern Circuit. He is a magistrate and deputy-lieutenant for the county of Durham.

Mr. JAMES TYNTE AGG GARDNER, barrister, who has been elected M.P. for the Borough of Cheltenham in the Conservative interest, is the eldest son of Mr. James Agg Gardner, of Cheltenham, and was born in 1846. He was educated at Harrow and at Trinity College, Cambridge. He was called to the bar at the Inner Temple in Easter Term, 1873. Mr. Gardner was M.P. for Cheltenham from 1874 till 1880. He is a magistrate for Gloucestershire.

LORD FRANCIS HERVEY, barrister, who has been elected M.P. for the Borough of Bury St. Edmunds in the Conservative interest, is the fourth son of the second Marquis of Bristol, and was born in 1856. He was educated at Eton, and he was formerly scholar of Balliol College, Oxford, where he graduated second class in Classics in 1869, and he was afterwards elected a fellow of Hertford College. He was called to the bar at Lincoln's-inn in Easter Term, 1872. Lord F. Hervey is a magistrate for the county of Suffolk. He was M.P. for Bury St. Edmunds from 1874 till 1880, and he was a member of the School Board for London from 1875 till 1879.

Mr. WILLIAM JAMES INGRAM, barrister, who has been elected M.P. for the Borough of Boston in the Liberal interest, is the son of the late Mr. Herbert Ingram, of Swineshead Abbey, Lincolnshire, M.P. for Boston, and was born in 1847. He was educated at Winchester and at Trinity College, Cambridge, and he was called to the bar at the Inner Temple in Michaelmas Term, 1879. Mr. Ingram was M.P. for Boston from 1874 till 1880.

Mr. CHARLES EDWARD BARING YOUNG, barrister, who has been elected M.P. for the Borough of Christchurch in the Conservative interest, is the eldest son of Mr. Charles Baring Young, and was born in 1850. He was educated at Eton and at Trinity College, Cambridge, where he graduated in the second class of the Classical Tripos in 1872. He was called to the bar at the Inner Temple in January, 1876, and he is a member of the North-Eastern Circuit.

The HON. BERNARD JOHN SEYMOUR COLERIDGE, barrister, who has been elected M.P. for the Attercliffe Division of Sheffield in the Liberal interest, is the eldest son of Lord Coleridge, and was born in 1851. He was educated at Eton and at Trinity College, Oxford, where he graduated second class in Modern History in 1875. He was called to the bar at the Middle Temple in June, 1877, and he practises on the Western Circuit, and at the Devonshire, Exeter, Plymouth, and Devonport Sessions. Mr. Coleridge acted in 1880 as secretary to the Royal Commission for inquiring into Corrupt Practices in the City of Chester. He has been secretary to the Lord Chief Justice of England since 1881, and he is Prosecuting Crown Counsel to the Post-office on the Western Circuit.

Mr. JOHN EDMUND WENTWORTH ADDISON, who has been elected M.P. for the Borough of Ashton-under-Lyne in the Conservative interest, is the third son of Lieutenant-Colonel Henry Robert Addison, and was born in 1838. He was educated at Trinity College, Dublin, and he was called to the bar at the Inner Temple in Easter Term, 1862. He is a member of the Northern Circuit. He was created a Queen's Counsel in 1880. Mr. Addison was appointed recorder of Preston in 1874, and he is a bencher of the Inner Temple.

Mr. HENRY KIMBER, solicitor (of the firm of Kimber & Elliott), of 79, Lombard-street, who has been elected M.P. for the borough of Northwold in the Conservative interest, is the son of Mr. Joseph Kimber. He was born in 1834, and was admitted a solicitor in 1858. Mr. Kimber is solicitor to the Crystal Palace Company.

Mr. THOMAS HENRY BOLTON, solicitor (of the firm of Bolton & Mote), of 11, Gray's-inn-square, who has been elected M.P. for the Northern Division of the Borough of St. Pancras, in the Liberal interest, is the only son of Mr. Thomas Bolton, of Islington, and was born in 1841. He was admitted a solicitor in 1869.

## THE CHIEF OFFICIAL RECEIVER IN BANKRUPTCY ON PRIVATE ARRANGEMENTS.

THE first report of the Royal Commission appointed to inquire into the depression of trade and industry, which has just been issued, contains the evidence given before the commissioners by a number of witnesses, including Mr. R. P. Harding, the Chief Official Receiver in Bankruptcy. The latter was asked a number of questions with regard to private arrangements, and we quote his evidence on this point at length, as we think it will be of interest to our readers at the present time.

"Q. 466. (By the Chairman): It is your impression that there has been lately an increase in the number of private arrangements, by which I mean arrangements under which a debtor gets a discharge from his creditors without the sanction of any legal authority?—Since the Bankruptcy Act of 1883 came into operation, there has, I believe, been an increase in the number of private arrangements outside the court over the number in previous years, although the total number of failures has considerably diminished. The increase of private arrangements may, I think, be attributed to, first, the facilities for liquidation proceedings, whereby publicity was to a great extent avoided, having ceased by the abolition of the 1869 Act; secondly, to the hostility of solicitors, who do not consider the scale of remuneration satisfactory, and who have a well-founded objection to work for a debtor or for the creditors without fair payment for their services. Many solicitors consider the scale so inadequate that they decline to take bankruptcy proceedings, except for old clients, who probably pay some costs in addition to those allowed by the taxing master; thirdly, to the friendly feeling of some creditors towards their debtor, inducing them to assent to a private arrangement rather than to drive him into the court, where he would be publicly examined, and possibly have his proposed composition refused and his discharge suspended. There is, also, from the formalities which have to be complied with under the Act, a greater delay in completing any scheme of arrangement or composition through the court, or which has to receive the sanction of the court, than if it had been effected outside the court. An amendment of the Act will remedy that.

"467. Do you think it would be desirable to give legal sanction to such private arrangements?—I do. There should be provisions for the registration of all such deeds, of the statement of affairs, causes of the failure, and of the dividends paid, and also provision for the audit of the trustees' accounts.

"468. (By Mr. Eecroyd): May I ask whether it has come under your notice that in cases where the assets were, to a considerable extent, machinery and plant—that is to say, in the case of a manufacturing business—there has been a great disposition to make private arrangements, in consequence of the apprehension of loss to be sustained upon realization?—Yes, certainly; and another reason is that if the concern is a going one, the creditors of the failed estate are desirous of having the continued business of the trader when he is free from the liabilities which are pressing upon him.

"469. Have you any reason to believe that, since the passing of the late Bankruptcy Act of 1883, there has been a very great increase in the proportion of private arrangements in the manufacturing districts?—Yes, I think there has been, from the impression that the creditors have greater control without the formalities of the court than they would otherwise have.

"470. And, therefore, in the manufacturing districts, that may be held to account, if such cases exist, for the apparent diminution in the number of bankruptcies?—Yes, I think it may.

"471. (By Mr. Jackson): Are we to understand that in the manufacturing districts the proportion of private arrangements is greater than in other districts?—I am so informed, but still, on the whole, the failures are not so numerous as they were in previous years."

In a subsequent part of his evidence, replying to a question of the Chairman (No. 502), Mr. Harding further stated:—

"In the soft goods trade failures will frequently occur from circumstances which really appear to me to be unavoidable. A draper buys goods for the ensuing season, the season is not what was expected, there is either no spring or no summer weather, and those goods are left unsold on his shelves. There is an accumulation then of property which swallows up, perhaps, all the capital he started in business with. He cannot meet his bills; he suspends payment; and in that trade there will be a private arrangement, because it has been the custom of Manchester houses, for many years past, to manage their own affairs as far as they possibly can. And the same observation would apply to the grocery trades.

"503. (By Mr. Jackson): Will you explain what you mean by 'managing their own affairs'?—They have employed for years past two or three firms to take all matters of that kind in hand. When a trader is unable to meet his engagements, communication is made to the recognized agent of the houses to which he is indebted, and he takes stock and ascertains the position of the debtor, and then the proposal of the debtor receives consideration, and the whole matter is very frequently disposed of in the course of a week or ten days; whereas it cannot be so readily disposed of if it comes before the Court of Bankruptcy, even if the proposed composition that he is making is a satisfactory one."

## LAW STUDENTS' JOURNAL.

### INCORPORATED LAW SOCIETY.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on November 5, 1885:—

Abbot, Lucas Charles Fuidge  
Addison, Herbert Edward Tasker  
Adeney, Frederick Augustus  
Aldridge, George Braxton  
Anderson, John  
Appleton, Charles Frederick  
Ashton, Ernest  
Ashworth, Richard Redfern  
Backhouse, Richard Onians  
Baker, Joseph John Vashon  
Bankes-Price, William Hughes, B.A.  
Barber, Frederick Wayne  
Barker, Hebden, B.A.  
Barratt, Ernest  
Bastide, Harry  
Bayley, Arthur  
Beale, Harry Hibberd  
Beatson, David John Michael  
Beaumont, Arthur Morton, B.A.  
Becher, Howard Percy  
Bennitt, William Herbert  
Benson, William Lockwood Maydwell  
Bielby, Horace Claude Victor  
Billson, Francis Morton  
Booth, Joseph Lister  
Bottomley, Benjamin  
Bradshaw, William Graham, B.A.  
Bridgeman, Benjamin James  
Brown, Herbert George  
Bryan, Thomas William  
Bucknall, Acton Thomas  
Budd, Frank  
Bunting, William Braylesford  
Burrow, Alfred  
Burrows, Charles Esau  
Barton, Ernest Montague  
Butler, Alfred Middleton  
Butt, John Henry Stewart  
Cadie, Clement Pearce  
Calvert, Edwin Montagu  
Campbell, William Arthur  
Cartmel, George Edward  
Caunter, Henry Lyde  
Chaldecott, Francis Miller  
Chancellor, Walter Egerton  
Clarke, Francis Richard, B.A.

Clarke, Thomas Henry  
Clarke, William Alfred Blake  
Cleverton, Edward Allan  
Cobban, James McDonald  
Cockle, Ernest  
Coghlan, Wilfrid Austin  
Colebeck, Haggitt  
Coleclough, William Herbert  
Cotton, Morten Henry, B.A.  
Cox, George  
Craigie, David Charles  
Crawshaw, Victor Ben Crawshaw  
Crookenden, Harry Mitton, B.A.  
Crosskey, Ernest, B.A.  
Darbyshire, Benjamin Harvie  
Darnell, Albert Joseph  
Davis, George Herbert  
Davis, Herbert John  
Davey, George Middleton  
Dighton, Francis Probyn  
Dixon, Albert Henry  
Dixon, Frederick Cornelius  
Dorman, Francis Thomas  
Douglas, John George  
Dowson, Hubert Arthur  
Ely, Robert Spence Taylor  
Ellis, Montague  
Ermerson, Charles George  
Evans, Alfred  
Fardell, John  
Farmer, Charles Edward  
Fielders, Richard  
Fischer, Max Temple, B.A.  
Forman, Wilson Charles  
Forster, Edmund Ryan, B.A.  
Forward, John Adams  
Fowden, John  
Frank, Alexander Frederick  
Freeman, Drury  
Garnett, Theodore, B.A.  
Germon, Richard Medland Banfill  
Goodwin, Thomas Henry  
Gosling, Henry, B.A.  
Graham, Robert Hodgson  
Green, Walter Herbert  
Hagger, Joseph Leyland

Haggiti, Henry Pell Haigham, B.A.  
Hall, Richard Barker William  
Hall, William Charles  
Halsall, George Ashton  
Harrison, Harold Francis  
Harrison, Henry Michael Staunton  
Heath, William  
Heatley, Arthur Edward  
Herbert, William Henry  
Hicks, William  
Higginson, Percy Forbes  
Higgs, William Ward  
Hill, Richard  
Hillas-Drake, Thomas Standish  
Holmes, Frederick William  
Holt, Henry Spawforth, B.A.  
Holt, William Edward  
Howard, William John  
Hubbersty, John Paley, B.A.  
Hughes, William  
Hutchinson, Richard  
Huxtable, John Elliott  
Ives, Robert Garside  
Jackson, Herbert William  
Jay, Frederick Waters  
Johnson, Bryan Edward  
Johnson, Henry Chaderton  
Johnsor, John Samuel  
Jones, Ben Vaughan  
Jones, Ebenezer Gwyn  
Jones, Hugh Davies  
Jotcham, William Clarke  
Joy, George Robert Gordon  
Keefe, William Edgar  
Kelsall, Samuel James, B.A.  
Kemp, Alexander Davidson  
Kenrick, William George Kyffyn  
Kershaw, John Buckley  
Kesteven, Charles Henry  
Kesteven, John Broughton  
Kingsford, Frank Lethbridge  
Knight, John Hall  
La Chapelle, Victor Alfred Octave  
Xavier De Morton de  
Lance, Gyril William  
Leach, Edmund  
Letts, Charles William  
Lewin, Thomas Ellerker  
Lewis, Charles Prytherell, B.A.  
Lewis, David Thomas  
Lewis, George Hilton  
Lilly, Humphrey Cheetham  
Llewellyn, George Thomas  
Lloyd, Francis Horatio  
Longstaffe, James Ensor Dyer  
McHugh, Charles William Strong  
Mackenzie, Kenneth  
McLeod, Donald John  
Manning, Edward Laurence  
March, Herbert  
Marshall, John  
Mashall, Robert  
Masters, Thomas James Poole  
Mathews, Frederick John  
Matthews, Walter Hudson  
Mayson, Joseph  
Mead, James Ernest  
Meal, Samuel  
Melhuish, Alfred Warren  
Messent, Francis Edward  
Metcalfe, Robert John Golborn  
Mills, George Harry, B.A.  
Morgan, William  
Morice, Andrew, M.A.  
Muncaster, Edward  
Naylor, Benjamin Round  
Neve, Percy Titus  
Newhouse, Henry Crompton  
Newton, George Daniel  
Nicholson, Charles Leopold William  
Norris, Edward Percy  
Norton, John William  
Ochse, Albert  
Oldham, James Bertram, B.A.  
Ouvry, John Delahaise, B.A.  
Oxley, Ernest Frederick George  
Palmer, Hubert  
Parker, Herbert Woods  
Parkes, James William  
Parkin, Montagu Lewis, M.A.  
Peacocke, Francis O'Neill  
Peckover, Stephen  
Perks, George Dodds  
Perrin, Fred  
Phillips, John Lewis  
Phillips, Thomas Falkner, B.A.  
Pillers, Ernest James  
Pollock, Charles Frederick  
Powell, Ernest Ormsby, B.A.  
Preston, Thomas Leighton Colbeck  
Price, George Louis  
Pritchard, Richard Edward  
Rawlings, Walter James  
Rawlinson, Cecil John  
Raybould, Alfred Jones  
Rhodes, Frank Septimus  
Ridley, William Alder  
Rimmer, Reginald  
Roberts, Charles Watkin  
Roberts, John Richard  
Roberts, William Pierpoint  
Rockstro, Arthur  
Rodgers, Robert  
Rogers, Paul Owen  
Rogers, William Augustus Fydel, B.A.  
Rose, John William, B.A.  
Rotherham, Richard Alexander  
Russell, Stebbing  
Russell, William  
Sacré, Walter John  
Salt, Walter Sutton  
Seale, Cuthbert William Pierpoint  
Shakespeare, Benjamin  
Sharpley, Philip Henry  
Shaw, John William  
Simmons, Robert  
Simpson, John Percy, B.A.  
Siveter, William Alfred  
Sleigh, Myles Atkinson  
Smith, Arthur, B.A.  
Smith, Charles John Bedford  
Smith, Charles Kenneth Macleod  
Smith, Robert Lionel Monk  
Smyth, Percy Melias  
Stafford, John  
Stephen, St. Ledger Grant  
Stephens, David Evan, B.A.  
Stirk, James William Edward  
Stones, Charles  
Strong, Thomas Slack  
Swarbreck, Thomas  
Taylor, Herbert  
Taylor, James Henry  
Thomas, Richard Jenkin  
Thompson, Justus Arthur Poole Phelps  
Thorne, William Calthorpe  
Todd, Thomas Burland  
Turner, Theodore Guerdain  
Turnour, Edward Adolphus  
Tutin, George  
Unsworth, Alfred  
Verley, Frank Louis  
Ware, Christopher Henry, B.A.  
Warne, Charles Edward  
Waterhouse, Thomas Kirkham  
Watson, Thomas  
Webb, Edwin James Turner  
Webber, George William  
Welch, Winthrop Goodwin  
Wheldon, Robert  
White, Claud Augustus  
White, Francis Symmons  
Wicks, Frederick  
Wilkinson, William  
Willans, William Ernest  
Williams, Rice Rowland  
Williams, Robert Harold  
Williams, William John  
Williamson, George Samuel  
Wilson, George Bailey, B.A.  
Wise, Maurice  
Wood, Charles John  
Wood, Thomas Scholey  
Woodroffe, Edward Shrimpton  
Woolcombe, Gerald Douglas  
Woolstencroft, Johnson William  
Yates, Harry Winn  
Yeates, Frederick Wilson  
Yeo, Hilary James  
Young, Archibald Edward



The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 3rd and 4th of November, 1885:—

Adie, Frederick Everall  
Atkinson, James Spencer  
Baddeley, William Edward, M.A.  
Badger, Harry Shakespeare  
Bailey, David James  
Barclay, Herbert James  
Barlow, Charles John  
Barnett, Braham  
Bentley, William  
Bertie, Frank Horace  
Beves, Gordon  
Bevis, Frederick John  
Billson, Arthur  
Blackham, Harry Spurgeon  
Bland, Thomas Augustine  
Blinkhorn, Samuel Bradley  
Blomefield, Arthur Hugh  
Bonskell, George Edmund  
Bowden, William la Coste  
Bramwell, William  
Bristow, Henry Essex  
Brogden, Thomas John Harrowsmith  
Brodrick, Cecil  
Brooks, Arthur David  
Brooks, Richard  
Brown, George Arthur  
Burgin, Edward Lambert  
Burrows, Benjamin Beeley  
Calder, James  
Calley, William  
Capron, Frederick William, B.A.  
Carter, Robert  
Catton, William James  
Chadwick, Louis  
Chadwick, Walter Shawcross  
Chidson, Henry Albert  
Child, Edmund Thomas  
Christian, Edmund Brown Viney  
Clark, Frederick Stuart  
Clark, Thomas Floyd  
Coles, Henry Hartland  
Collie, Arthur Leslie  
Cook, James  
Cooke, Henry  
Cooke, Richard Edward  
Corder, Percy  
Cornish, Thomas Henry  
Cotton, Harold  
Crawford, Charles Hubert Payne, B.A.  
D'Angibau, William, B.A.  
Davidson, James Oswald  
Davies, Samuel  
Davis, John Roland  
Day, Francis Hermitage, B.A.  
Day, Horace Francis  
Deakin, William Clarke  
Dickson, Francis James  
Dunhill, Edward Smith  
Elton, Henry Robert  
Eyles, William George  
Falck, Louis Hance  
Fisher, William Custance  
Fox, Adam  
Fox, George Washington  
Frere, Eustace Vansittart  
Fuller, Morris Nattali  
Galsworthy, Edwin Henry, B.A.  
Gardner, Richard Amphlett, B.A.  
Gellatly, Peter Francis  
Gibbs, Herbert Washbourne  
Gloag, Robert McCowan  
Goodden, John Henry  
Gosling, John Owen  
Gurney, Charles Duncan  
Haggerston, Edward Charlton  
Haigh, Charles Francis  
Hansell, Edward Morgan  
Hardy, Percival, B.A.  
Harvey, Percy John  
Hawkins, Philip Ernest  
Haworth, James  
Hayward, Frederick Joseph  
Heath, Richard Johnson  
Heelas, Archibald Hay Grant  
Hemslie, Alfred Macartney, B.A.  
Higgin, William Hunter  
Higgins, Edward Henry  
Hinds, Arthur  
Hoare, Alfred Ernest

Holdsworth, John Abercrombie  
Holman, Henry Martin, B.A.  
Holmes, Melville  
Horrocks, Arthur Edward  
Howe, Herbert Arthur  
Hughes, Thomas Cann, B.A.  
Hume, William Schreiber, M.A.  
Hunt, Augustus  
Ingham, John Patrick  
Ingledew, Arthur Murray  
Irving, George Nelson  
Jackson, Alfred  
Jackson, Francis Morley  
Jackson, Joseph Thornthwaite, B.A.  
Jecks, Arthur Statham, B.A., LL.B.  
Jessop, Herbert Adams  
Jones, Lewis William Hugh  
Jones, William Henry  
Kempson, Edgar  
King, Henry Charles  
King, Thomas Williams Love  
Ladell, William Nethercote  
Laurence, Alfred Mitchell  
Leech, Frederic Edward  
Leigh, John Frederic, B.A.  
Longbottom, Arthur Thompson  
Lovett, Henry Albert James, B.A.  
Lupton, Edward Basil, LL.B.  
Lutener, Charles Edward  
Lynskey, George Jeremy  
Mace, Harry Buckler  
Martineau, Ernest, B.A.  
Masters, Albert Edward  
May, Charles, B.A.  
Millington, Joseph Frederic  
Morris, Thomas Hancock  
Mulcaster, Walter Villiers  
Nesfield, George Blow  
Nicholson, John Harbottle, B.A.  
Norman, Reginald Robert Griffith  
O'Hare, Patrick Edmund  
Osborne, Frank  
Palmer, Herbert  
Parry, John Humfrey  
Passingham, George  
Potter, Arthur Sidney  
France, Hugh Courtenay  
Pratt, Joseph Benjamin  
Preston, Martin Inett, B.A.  
Price, Hall Towrye  
Pugh, Henry James Wallace  
Puleston, Alfred  
Ramsdale, Arthur Edgar  
Ratcliffe, Albert Edward  
Rayner, Arthur Leopold  
Read, Alexander Whiteway  
Rees, David Williams  
Rigden, George Ernest  
Rodway, James Albert  
Rouse, Percy Fitzroy  
Rudge, Edward Laurence, M.A.  
Rutland, Philip John  
Salaman, Ernest Seymour  
Savill, Arthur Edward  
Senior, William, B.A.  
Shaw, Patrick Galway Costello  
Slater, Albert  
Slater, Walter  
Smetham, Edwin Richard  
Smith, Arthur Gerald  
Smith, Charles Frederick Elliot  
Smith, Joseph Walter  
Smith, William  
Snowball, Charles Henry  
Spreat, Stanley Chappell  
Standring, William John  
Stannard, Edward John  
Straus, Herbert Nathaniel  
Stewart, Charles William Vanderstegen  
Suggett, Robert Clayton  
Taylor, William Keating  
Thorne, Everard Godwin, LL.B.  
Tonge, John  
Townsend, Sydney Robert Maurice  
Walker, Charles Seddon  
Ware, William  
Warhurst, Stephen James  
Wearing, James Williamson  
Wells, Samuel

Wheeler, Frederick Ledam  
White, Gilbert Henry  
Wilkinson, John du Cane, B.A.  
Williams, Bulkeley Robert Wynne  
Williams, Charles Herbert  
Wilson, Alexander Hayman  
Wilson, Laurance

Wilson, William Courthorpe Townshend  
Winder, Robert Cecil  
Woolcombe, James Yonge  
Wright, Alexander, B.A., LL.B.  
Wright, Arthur (of London)  
Wright, Arthur (of Birmingham)

#### LAW STUDENTS' DEBATING SOCIETY.

The usual weekly meeting was held at the Law Institution, Chancery-lane, on Tuesday last; Mr. William Van Sommer in the chair. The question for debate was, "That it is undesirable to enable local authorities to acquire land for the purpose of creating small holdings." The debate was opened by Mr. J. A. Neale, who was supported by Messrs. Riddell, G. J. Phillips, T. M. Stevens, Muir, C. J. Wheeler, and W. S. Bunting; and opposed by Messrs. J. J. Dodd, T. B. Napier, and Woodroffe. The opener having replied, the motion was carried by a majority of fourteen.

#### LEGAL APPOINTMENTS.

MR. WILLIAM TOMLINSON PAGE, solicitor (of the firm of Fox & Page), of 2, Serle-street, and of Lincoln, has been appointed Under-Sheriff of the City of Lincoln for the ensuing year. Mr. Page was admitted a solicitor in 1870.

MR. MAURICE FREDERICK CARTER, solicitor, of Newnham, has been appointed Deputy-Sheriff and Deputy Returning Officer for the Forest of Dean Division of Gloucestershire. Mr. Carter was admitted a solicitor in 1848. He is coroner for the Forest Division of Gloucestershire, and clerk to the county magistrates and Commissioners of Taxes, and clerk to the Westbury Board of Guardians.

MR. GEORGE WILLIAM MORRISON, solicitor, town clerk of Leeds, has received the honour of Knighthood, in commemoration of the Municipal Corporations Jubilee. Sir G. Morrison is the son of the Rev. George Morrison, and was born in 1850. He was admitted a solicitor in 1875, and he was elected town clerk of Leeds in 1878.

MR. ROBERT GEDDES SMITH, solicitor (of the firm of Griffith, Jones, & Smith), of Aberystwith and Towyn, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

MR. SOMERS SMITH, solicitor, assistant law clerk to the Board of Trade, has been elected Clerk to the Grocers' Company, in succession to Mr. William Ruck, resigned.

MR. PEREGRINE CHARLES COTTON FRANCIS, solicitor (of the firm of Francis & Johnson), of 5, Austin Friars, has been elected Clerk to the Woolmen's Company, on the resignation of his uncle, Mr. Charles Francis. Mr. P. C. C. Francis is an M.A. of Jesus College, Cambridge. He was admitted a solicitor in 1877.

MR. STEPHEN ELLIOTT LAMBERT, solicitor, of 40, Chancery-lane, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

MR. JOHN MONROE, Q.C., Solicitor-General for Ireland, who has been appointed a Judge of the Land Court in Ireland, on the resignation of the Right Hon. Stephen Woulfe Flanagan, is an M.A. of the Queen's University in Ireland. He was called to the bar at Dublin in 1863, and he was formerly a member of the North-East Circuit. He became a Queen's Counsel in 1877, and he was legal adviser to the Lord Lieutenant of Ireland from 1878 till 1880. He was appointed Solicitor-General for Ireland in July last.

Serjeant JOHN GEORGE GIBSON, who succeeds Mr. Monroe as Solicitor-General for Ireland, is the son of Mr. William Gibson, of Dublin, and younger brother of Lord Ashborne. He was educated at Trinity College, Dublin, and he was called to the bar in Ireland in 1870. He is a member of the Leinster Circuit, and he became a Queen's Counsel in 1880. He was appointed third serjeant-at-law in Ireland in July last.

MR. HENRY BROUGHAM LEECH, barrister, has been appointed an Examiner of Titles under the Irish Land Purchase Act, 1885. Mr. Leech was educated at Trinity College, Dublin. He was called to the bar in Ireland in 1871, and he is a member of the North-Western Circuit. He has been professor of jurisprudence and international law at the University of Dublin since 1878.

MR. ROBERT STAPLES LONGWORTH DAMES, barrister, has been appointed an Examiner of Titles under the Irish Land Purchase Act, 1885. Mr. Dames was called to the bar at Dublin in 1866.

MR. JOHN PETER, solicitor, of Callington, has been elected Portreeve of the Borough of Callington for the ensuing year. Mr. Peter was admitted a solicitor in 1846.

MR. ALEXANDER STAVELLY HILL, D.C.L., Q.C., has been elected Treasurer of the Inner Temple for the ensuing year.

MR. MATTHEW COLBECK PRESTON, solicitor and notary, of Lyme Regis, Dorset, has been appointed Town Clerk of that borough. Mr. Preston was admitted in 1877.

MR. EDWARD MORRIS GIBSON, solicitor (of the firm of Spencer, Gibson, & Maskell), of 78, Cheapside, and of Camberwell, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. ALBERT KAYE ROLLIT, solicitor, LL.D., of 12, Mark-lane, and of Hull and Cottingham, has received the honour of Knighthood. Sir A. Rollit was educated at King's College, London, and graduated at the University of London, B.A. in 1863 and LL.D. in 1866. He was admitted a solicitor in 1863, and he was till recently joint-registrar of the Hull County Court. Sir A. Rollit was elected sheriff of Hull in 1882, and mayor of Hull in 1884.

Mr. WILLIAM BENNETT CAMPION, Q.C., has been appointed Third Serjeant-at-Law in Ireland, in succession to Mr. John George Gibson, who has been appointed Solicitor-General for Ireland.

#### PARTNERSHIP DISSOLVED.

Cecil Chappell and Griffith Griffith, solicitors, 26, Golden-square, London, W. (Chappell, Son, & Griffith). Oct. 24. [Gazette, Nov. 20.]

### OBITUARY.

#### SIR WILLIAM ROSE, K.C.B.

Sir William Rose, K.C.B., Clerk of the Parliaments, died at 30, Bruton-street, on the 19th inst., aged seventy-six. Sir W. Rose was the third son of the Right Hon. Sir George Henry Rose, many years Clerk of the Parliaments, and younger brother of the late Viscount Strathnairn. He was born in 1808, and was educated at St. John's College, Cambridge. He was called to the bar at Lincoln's-inn in Easter Term, 1839. He was for over fifty years connected with the staff of the House of Lords. He first officiated as a clerk in the office of the House in 1833, and he was reading clerk from 1835 till 1848, when he became clerk-assistant, and in 1875, on the retirement of the late Sir John Shaw Lefevre, he was appointed Clerk of the Parliaments, and he held that office till his death. Members of the profession who have been engaged in judicial business before the House of Lords will not soon forget the kindness and courtesy always displayed by the deceased. He was created a Civil Knight Commander of the Order of the Bath in 1867, and he was a magistrate for Suffolk and a deputy-lieutenant for Buckinghamshire. Sir W. Rose was married in 1856 to the Hon. Sophia Thellusson, second daughter of the second Lord Rendlesham.

### COURT PAPERS.

#### SUPREME COURT OF JUDICATURE.

##### ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	V. C. BACON.	Mr. Justice KAY.
Mon., Nov. 30	Mr. Pemberton	Mr. Clowes	Mr. Pugh	Mr. Ward
Tues., Dec. 1	Ward	Koe	Lavie	Pemberton
Wed. .... 2	Koe	Clowes	Pugh	Ward
Thursday... 3	Clowes	Koe	Lavie	Pemberton
Friday..... 4	Carrington	Clowes	Pugh	Ward
Saturday... 5	Jackson	Koe	Lavie	Pemberton
		Mr. Justice CHITTY.	Mr. Justice NORTH.	Mr. Justice PEARSON.
Monday, Nov..... 30	Mr. Jackson	Mr. Beal	Mr. King	Mr. Farrer
Tuesday, Dec..... 1	Carrington	Beal	King	Farrer
Wednesday..... 2	Jackson	Beal	King	Farrer
Thursday..... 3	Carrington	Beal	King	Farrer
Friday..... 4	Jackson	Beal	King	Farrer
Saturday..... 5	Carrington	Beal	King	Farrer

### COMPANIES

#### WINDING-UP NOTICES.

##### JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

**BLAENAU FESTEING COAL AND FLOUR MILL COMPANY, LIMITED.**—The Vacation Judge has by an order, dated Sept 25, appointed William Jones, Pen y Groes Dinas Rhiwbyrdir, Blaenau Festeing, to be official liquidator.

**LANCASHIRE STEAM COMPANY, LIMITED.**—Pearson, J., has fixed Saturday, Nov 26, at 12, at his chambers, for the appointment of an official liquidator.

**MASONIC AND GENERAL LIFE ASSURANCE COMPANY, LIMITED.**—Petition for winding up, presented Nov 18, directed to be heard before Pearson, J., on Saturday, Nov 26. Chester and Co, Stapleinn, agents for Walker and Co, Chester, solicitors for the petitioner.

**ROSEHILL HOTEL COMPANY, LIMITED.**—Petition for winding up, presented Nov 16, directed to be heard before Kay, J., on Nov 28. Chinery and Co, Brabant ct, Gracechurch st, solicitors for the petitioners.

**STURGEON'S (BRITISH) MOTIVE POWER SYNDICATE, LIMITED.**—Petition for winding up, presented Nov 17, directed to be heard before Chitty, J., on Saturday, Nov 26. Whitfield, King st, Finsbury sq, solicitor for the petitioner.

**TRADING STEAMSHIP COMPANY, LIMITED.**—Petition for winding up, presented Nov 17, directed to be heard before Bacon, V.C., on Nov 28. Lowless and Co, Martin's lane, solicitors for the petitioners.

**WEST CALLAO GOLD MINING COMPANY, LIMITED.**—Creditors are required, on or before Dec 10, to send their names and addresses and the particulars of their debts or claims, to Frederick Bertram Smart, 22, Queen st. Thursday, Dec 17, at 12, is appointed for hearing and adjudicating upon the debts and claims.

[Gazette, Nov. 20.]

**ASPHALINE COMPANY, LIMITED.**—By an order made by Kay, J., dated Nov 14, it

was ordered that the company be wound up. Brooke, Lincoln's inn fields, solicitor for the petitioner.

**AUTOMATIC MUSICAL INSTRUMENT COMPANY, LIMITED.**—By an order made by Bacon, V.C., dated Nov 14, it was ordered that the company be wound up.

**DAVIS AND CO, SOLICITORS FOR THE PETITIONER.**

**BRISTOL CROWN BOTTLE WORKS COMPANY, LIMITED.**—Petition for winding up, presented Nov 23, directed to be heard before Bacon, V.C., on Saturday, Dec 5. Vallance and Vallance, Essex st, Strand, agents for Murly and Sons, Bristol, solicitors for the petitioner.

**EMPEROR LIFE ASSURANCE SOCIETY, LIMITED.**—By an order made by Mathew, J., dated Oct 24, it was ordered that the voluntary winding up of the society be continued.

**LANCASHIRE COTTON SPINNING COMPANY, LIMITED.**—By an order made by Pearson, J., dated the 14th day of November, it was ordered that the company be wound up. Fallows and Rider, Lancaster pl, Strand, agents for Coleman and Co., Birmingham, solicitors for the petitioner.

**OTTO COMPANY, LIMITED.**—Petition for winding up, presented Nov 23, directed to be heard before Bacon, V.C., on Saturday, Dec 5. Tibbitts and Son, Field ct, Gray's inn, solicitors for the petitioner.

[Gazette, Nov. 24.]

#### UNLIMITED IN CHANCERY.

**BRISTOL FORT AND CHANNEL DOCK COMPANY.**—By an order made by Chitty, J., dated Nov 14, it was ordered that the company be wound up. Webb and Co, Queen Victoria st, solicitors for the petitioners.

[Gazette, Nov. 24.]

#### FRIENDLY SOCIETIES DISSOLVED.

**VALE OF THE ESK FRIENDLY SOCIETY, Shepherds' Hall, Lealholme Bridge, Gros-mont, York**

[Gazette, Nov. 20.]

**GOOD INTENT LODGE, St Helen's District, Aston Unity, Aston Arms Inn, Frod-sham Bridge, Chester.** Nov 19

**GOOD SAMARITAN LODGE, Philanthropic Institution, Merthyr Unity Friendly Society, Assembly Room, Hector Inn, Garnfach, Nantyglo, Monmouth**

**ILKESTON MIDLAND UNITY FRIENDLY SOCIETY, Munday Arms Inn, Ilkeston, Derby.** Nov 17

[Gazette, Nov. 24.]

#### SUSPENDED FOR THREE MONTHS.

**TRUE BLUE FRIENDLY SOCIETY, White Horse Hotel, Congreve st, Birmingham**

[Gazette, Nov. 20.]

### CREDITORS' CLAIMS.

#### CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF CLAIM.

**HALE, CHARLES, Berkeley sq, Bookseller.** Dec 16. Hale v Hale, Chitty, J. Morgan, Somerset st, Portman sq

**PUGH, JOHN, Clyro, Hereford.** Dec 11. Lewis v Prichard, Bacon, V.C. Cheese, Chancery lane

**THOMAS, JOHN, New Cambria, United States, Farmer.** Jan 30. Rees v Thomas, Pearson, J. Curtis, Neath

**TOON, CAREY JOB, Huncote, Leicester, Farmer.** Dec 21. Toon v Toon, Pearson, J. Beddoe, Hereford

[Gazette, Nov. 20.]

### BIRTHS, MARRIAGES, AND DEATHS.

#### BIRTHS.

**CRUICKSHANK.**—Nov. 18, at 6, Lorton-terrace, Notting-hill, W., the wife of G. E. Cruickshank, barrister-at-law, of a son.

**PARKER.**—Nov. 23, at 27, Brunswick-gardens, Kensington, the wife of Robert J. Parker, barrister-at-law, of a daughter.

**STREETEN.**—Nov. 19, at Denbigh-house, Ealing, the wife of George A. Streeten, barrister-at-law, of a daughter.

#### DEATH.

**LAWLESS.**—Nov. 20, at his residence, 13, Upper Temple-street, Dublin, E. B. Lawless, Q.C., aged 67.

### LONDON GAZETTES.

#### THE BANKRUPTCY ACT, 1863.

FRIDAY, NOV. 20, 1885.

##### RECEIVING ORDERS.

**Alcock, Jane, Edwardes' ter, Kensington, Dressmaker.** High Court. Pet Nov 17. Ord Nov 17. Exam Jan 18 at 11 at 24, Lincoln's inn fields

**Alderman, Frank Theophilus Sandland, Nottingham, Grocer.** Nottingham. Pet Nov 18. Ord Nov 18. Exam Dec 15

**Avey, Samson, Fryerning, Essex, Builder.** Chelmsford. Pet Nov 18. Ord Nov 18. Exam Dec 7 at 12 at Shirehall, Chelmsford

**Bagguley, Samuel, Blackpool, Lancashire, Grocer.** Preston. Pet Oct 13, Ord Nov 10. Exam Dec 4

**Bagnall, Edwin, Wolverhampton, Lock Presser.** Wolverhampton. Pet Nov 16. Ord Nov 18. Exam Dec 7

**Bailey, Michael, Manchester, Grocer.** Manchester. Pet Oct 3. Ord Nov 12. Exam Dec 3 at 11

**Banister, Herbert Charles, Bradford, out of business.** Bradford. Pet Nov 18. Ord Nov 18. Exam Dec 15

**Benson, John, Crosshills, nr Kildwick, Yorks, Innkeeper.** Bradford. Pet Nov 10. Ord Nov 14. Exam Dec 11

**Best, Alfred Henry, Huddersfield, Beerhouse Keeper.** Huddersfield. Pet Nov 16. Ord Nov 18. Exam Dec 7 at 11

**Brooks, Water Reginald, Liverpool, Aerated Water Manufacturer.** Liverpool. Pet Nov 18. Ord Nov 18. Exam Nov 30 at Court House, Government Bldg, Victoria st, Liverpool

**Brown, Sydney, Bradford, Printer.** Bradford. Order made under Section 101. Ord Nov 13. Exam Dec 11

**Cesce, Frederick, Berkeley, Gloucestershire, Farmer.** Gloucester. Pet Nov 16. Ord Nov 18. Exam Dec 15

**Dalton, Thomas Wells, Leeds, Milliner.** Leeds. Pet Nov 14. Ord Nov 14. Exam Dec 1 at 11

**Dod, Frederic Hastings, Hulme, Cheshire, Farmer.** Stockport. Pet Nov 18. Ord Nov 18. Exam Dec 11 at 1

**Duggan, Joseph, Liverpool, Model Lodging House Keeper.** Liverpool. Pet Oct 23. Ord Nov 18. Exam Nov 30 at 12 at Court House, Government Bldg, Victoria st, Liverpool



Fowler, Hugh Nottingham, York, out of business. York. Pet Nov 16. Ord Nov 16. Exam Dec 11 at 11 at Guildhall, York  
 Fraser, Robert, North Shields, Ironmonger. Newcastle on Tyne. Pet Nov 17. Ord Nov 17. Exam Nov 26  
 Gaithe, William Matthew, Bradford, Teacher of Music. Bradford. Pet Nov 14. Ord Nov 14. Exam Dec 11  
 Gorwill, William, Holloway rd, Islington, Plumber. High Court. Pet Nov 10. Ord Nov 18. Exam Jan 15 at 11 at 34, Lincoln's inn fields  
 Hamilton, Robert, Halifax, Wire Worker. Halifax. Pet Nov 16. Ord Nov 17. Exam Dec 14  
 Hardy, Richard, Weymouth, Dorset, Livery Stable Keeper. Dorchester. Pet Oct 27. Ord Nov 17. Exam Dec 3 at 12.30 at County Hall, Dorchester  
 Hughes, Richard, Trefdrach, Anglesey, Farmer. Bangor. Pet Nov 17. Ord Nov 17. Exam Dec 14 at 12.30  
 King, Edward, Clapham rd, Wine Merchant. High Court. Pet Nov 18. Ord Nov 18. Exam Jan 14 at 11 at 34, Lincoln's inn fields  
 Lewis, William, Treherbert, Glamorganshire, Tailor. Pontypridd. Pet Nov 17. Ord Nov 17. Exam Dec 8 at 2  
 Lomas, Joseph, Leek, Staffordshire, Tailor. Macclesfield. Pet Nov 16. Ord Nov 16. Exam Dec 10 at 11  
 McKinley, Patrick, Birkenhead, Furniture Dealer. Birkenhead. Pet Nov 2. Ord Nov 16. Exam Dec 2  
 Meredith, Thomas, Gt Grimsby, Mast Maker. Gt Grimsby. Pet Nov 18. Ord Nov 16. Exam Dec 2 at 11 at Townhall, Grimsby  
 Miller, Aubrey, Stockton on Tees, Auctioneer. Stockton on Tees and Middlesborough. Pet Nov 16. Ord Nov 16. Exam Nov 25  
 Parsons, Charles, Southport, Lancashire, Provision Dealer. Liverpool. Pet Nov 16. Ord Nov 16. Exam Nov 30 at 12 at Court house, Government bldgs, Victoria st, Liverpool  
 Pink, Priscilla, Bristol, Schoolmistress. Bristol. Pet Nov 16. Ord Nov 16. Exam Dec 10 at 12 at Guildhall, Bristol  
 Pitt, George Edward, Brighton, Licensed Victualler. Brighton. Pet Nov 18. Ord Nov 18. Exam Dec 10 at 12  
 Playdon, Sampson, Bristol, Currier. Bristol. Pet Nov 16. Ord Nov 16. Exam Dec 10 at 12 at Guildhall, Bristol  
 Rowe, Francis, Tavistock, Devon, Builder. East Stonehouse. Pet Nov 17. Ord Nov 17. Exam Dec 8 at 12  
 Steel, John, Leeds, Foreman Dyer. Leeds. Pet Nov 16. Ord Nov 16. Exam Dec 1 at 11  
 Szapira, Joseph, Brighton, Fruiterer. Brighton. Pet Nov 7. Ord Nov 18. Exam Dec 10 at 12  
 Taylor, Samuel, Newark, Nottinghamshire, late Publican. Nottingham. Pet Nov 6. Ord Nov 16. Exam Dec 15  
 Tomlinson, William Bradford, Coventry, Architect. Coventry. Pet Nov 16. Ord Nov 16. Exam Nov 30  
 Tong, Joshua, Dewsbury, Yorks, Blanket Maker. Dewsbury. Pet Nov 18. Ord Nov 18. Exam Dec 1  
 Totty, Peter, Wilson st, Barnsley, Shopkeeper. Barnsley. Pet Nov 16. Ord Nov 16. Exam Dec 17 at 11.30  
 Trueblood, Moses, Hogsthorpe, Lincolnshire, Farmer. Boston. Pet Nov 18. Ord Nov 18. Exam Dec 3 at 2  
 Turner, Henry, Leicester, Frame Smith. Leicester. Pet Nov 16. Ord Nov 17. Exam Dec 9 at 10  
 Ward, George, The Crag, Whitby, Aerated Water Manufacturer. Stockton on Tees and Middlesborough. Pet Nov 16. Ord Nov 16. Exam Nov 25  
 Williams, Edward William, Brighouse, Yorks, Tailor. Halifax. Pet Nov 18. Ord Nov 18. Exam Dec 14  
 Wilson, John, Workington, Cumberland, Cabinet Maker. Cockermouth and Workington. Pet Nov 5. Ord Nov 16. Exam Dec 7 at 3.30 at Court house, Cockermouth

## FIRST MEETINGS.

Bagnall, Edwin, Wolverhampton, Lock Presser. Wolverhampton. Pet Nov 16. Ord Nov 17  
 Bennett, Richard, Clandown, Grocer. Wells. Pet Oct 28. Ord Oct 17  
 Best, Alfred Henry, Huddersfield, Beerhouse Keeper. Huddersfield. Pet Nov 16. Ord Nov 17  
 Bubb, Joseph George, Cheltenham, Grocer. Cheltenham. Pet Nov 13. Ord Nov 18  
 Bullock, George Henry, St. Stephen's pl, Telegraph st, Stock Broker. High Court. Pet Aug 27. Ord Nov 18  
 Cox, Charles, Bodcote, Oxford, Gardener. Banbury. Pet Oct 28. Ord Nov 16  
 De Bensaude, David, Park st, Grosvenor sq. High Court. Pet July 8. Ord Nov 17  
 Donkin, Dorothy, New Bond st, Milliner. High Court. Pet Nov 13. Ord Nov 16  
 Edwards, Corbett Chatfield, Devonport, Patent Agent. East Stonehouse. Pet Oct 26. Ord Nov 16  
 Elliott, John Read, Birmingham, Builder. Birmingham. Pet Oct 30. Ord Nov 17  
 Fooks, William, St John's rd, Upper Holloway, Grocer. High Court. Pet Oct 27. Ord Nov 16  
 Gaithe, William Matthew, Bradford, Teacher of Music. Bradford. Pet Nov 14. Ord Nov 14  
 Hamilton, Robert, Northgate, York, Wireworker. Halifax. Pet Nov 18. Ord Nov 18  
 Jones, John, Wednesbury, Staffordshire, Licensed Victualler. Walsall. Pet Nov 2. Ord Nov 16  
 Larner, James, Treco rd, Nunhead, Fish Salesman. High Court. Pet Oct 21. Ord Nov 17  
 Mansbridge, Thomas, Aldermanbury, Manufacturer. High Court. Pet Sept 3. Ord Nov 17  
 Merchant, Ambrose William, Bath, Ironmonger's Assistant. Bath. Pet Nov 14. Ord Nov 18  
 Miller, Aubrey, Stockton on Tees, Auctioneer. Stockton on Tees and Middlesborough. Pet Nov 16. Ord Nov 16  
 Odell, John, Gould's green, Hillingdon, Market Gardener. Windsor. Pet Oct 29. Ord Nov 18  
 Oppermann, Carl Tunstell John, St John st, Clerkenwell, Electric Lighting Engineer. High Court. Pet Sept 24. Ord Nov 17  
 Parry, Jane, Penmaenmawr, Carnarvonshire, Licensed Victualler. Bangor. Pet Oct 30. Ord Nov 17  
 Parsons, Charles, Southport, Lancashire, Provision Dealer. Liverpool. Pet Nov 16. Ord Nov 16  
 Pink, George Edward, Brighton, Licensed Victualler. Brighton. Pet Nov 18. Ord Nov 18  
 Plumbe, Edward, Wiggington, Oxford, Blacksmith. Banbury. Pet Oct 5. Ord Nov 18  
 Robertson, Violet Duncan, Cambridge pl, Lodging House Keeper. High Court. Pet Oct 15. Ord Nov 16  
 Samuels, William, Manchester, Manufacturers' Agent. Manchester. Pet Sept 18. Ord Nov 16  
 Schreiber, George, High st, Hounslow, Mineral Water Manufacturer. Brentford. Pet Oct 15. Ord Nov 17  
 Shortis, Thomas, Old Swan, nr Liverpool, Cattle Salesman. Liverpool. Pet Nov 2. Ord Nov 16  
 Smith, Mary, Nantgarw, nr Pontypridd, Imkeeper. Pontypridd. Pet Nov 10. Ord Nov 10  
 Steel, John, Leeds, Foreman Dyer. Leeds. Pet Nov 16. Ord Nov 18  
 Stewart, James Crockett, Wyndermere, Westmorland, Watchmaker. Kendal. Pet Oct 22. Ord Nov 17  
 Taylor, Samuel, East Villa, Lincolnshire, Farmer. Boston. Pet May 18. Ord Nov 16  
 Trueblood, Moses, Hogsthorpe, Lincolnshire, Farmer. Boston. Pet Nov 18. Ord Nov 18  
 Ward, George, The Crag, Whitby, Aerated Water Manufacturer. Stockton on Tees and Middlesborough. Pet Nov 16. Ord Nov 16  
 Wharrie, Ward, Otley, Yorks, Currier. Leeds. Pet Oct 22. Ord Nov 17  
 Williams, Thomas, Liverpool, Wheelwright. Liverpool. Pet Oct 21. Ord Nov 17

ADJUDICATION ANNULLED.  
 Skinner, William Alfred, Banbury, Oxon, Grocer. Banbury. Adjud Aug 25. Annul Nov 13

## TUESDAY, Nov. 24, 1885.

## RECEIVING ORDERS.

Alehurst, Stephen Allen, Freshfield, Lancashire, Grocer. Liverpool. Pet Nov 18. Ord Nov 19. Exam Dec 3 at 11 at Court house, Govmnt bldgs, Victoria st, Liverpool  
 Ashford, Edward, Ilkeston, Derbyshire, Saddler. Derby. Pet Nov 18. Ord Nov 19. Exam Dec 19 at 10  
 Barham, Edward Henry, Hastings, Fruiterer. Hastings. Pet Nov 21. Ord Nov 21. Exam Dec 21

Meredith, Thomas, Gt Grimsby, Lincolnshire, Mast Maker. Nov 30 at 11. Official Receiver, 3, Haven st, Gt Grimsby  
 Mobbs, Thomas J., Chorlton cum Hardy, Lancashire, Brewer's Agent. Dec 2 at 11.30. Court house, Encombe pl, Salford  
 Moody, John, Bromley, Kent, Builder's Foreman. Nov 30 at 3. Official Receiver, 109, Victoria st, Westminster  
 Norris, James, Eaglescliffe, Durham, Fruiterer. Nov 27 at 11. Official Receiver, 8, Albert rd, Middlesborough  
 Pink, Priscilla, Bristol, Schoolmistress. Nov 30 at 12.30. Official Receiver, Bank chhrs, Bristol  
 Playdon, Sampson, Bristol, Currier. Nov 30 at 3. Official Receiver, Bank chhrs, Bristol  
 Rowe, Francis, Tavistock, Devon, Builder. Dec 1 at 3. Official Receiver, 12, Frankfort st, Plymouth  
 Shortis, Thomas, Old Swan, nr Liverpool, Cattle Salesman. Dec 1 at 3. Official Receiver, 35, Victoria st, Liverpool  
 Steel, John, Leeds, Dyer. Nov 30 at 11. Official Receiver, St Andrew's chhrs, 24, Park row, Leeds  
 Taylor, Robert, Thorpe St Peter, Lincolnshire, Farmer. Dec 3 at 12.30. Official Receiver, 48, High st, Boston  
 Thomas, Henry, Coventry, Watch Manufacturer. Nov 28 at 11.30. Official Receiver, 17, Hertford st, Coventry  
 Tomlinson, William Bradford, Coventry, Architect. Nov 28 at 10.30. Official Receiver, 17, Hertford st, Coventry  
 Turner, Henry, Leicester, Frame Smith. Dec 1 at 3. Official Receiver, 28, Friar lane, Leicester  
 White, John George, Rowde, Wilts, Builder. Nov 28 at 12.30. Official Receiver, Bank chhrs, Bristol  
 Wildsmith, Alfred, Batley, Yorks, Stationer. Nov 27 at 3. Official Receiver, Bank chhrs, Batley  
 Williams, Edward William, Brighouse, Yorks, Tailor. Nov 30 at 3. Official Receiver, Townhall chhrs, Halifax

The following amended notice is substituted for that published in the

London Gazette of Nov 10.

Sailler, Ambrose Lupus, Pendlebury, Lancashire, Tailor. Nov 27 at 3.30. Official Receiver, Ogden's chhrs, Bridge st, Manchester

## ADJUDICATIONS.

Bagnall, Edwin, Wolverhampton, Lock Presser. Wolverhampton. Pet Nov 16. Ord Nov 17  
 Bennett, Richard, Clandown, Grocer. Wells. Pet Oct 28. Ord Oct 17  
 Best, Alfred Henry, Huddersfield, Beerhouse Keeper. Huddersfield. Pet Nov 16. Ord Nov 17  
 Bubb, Joseph George, Cheltenham, Grocer. Cheltenham. Pet Nov 13. Ord Nov 18  
 Bullock, George Henry, St. Stephen's pl, Telegraph st, Stock Broker. High Court. Pet Aug 27. Ord Nov 18  
 Cox, Charles, Bodcote, Oxford, Gardener. Banbury. Pet Oct 28. Ord Nov 16  
 De Bensaude, David, Park st, Grosvenor sq. High Court. Pet July 8. Ord Nov 17  
 Donkin, Dorothy, New Bond st, Milliner. High Court. Pet Nov 13. Ord Nov 16  
 Edwards, Corbett Chatfield, Devonport, Patent Agent. East Stonehouse. Pet Oct 26. Ord Nov 16  
 Elliott, John Read, Birmingham, Builder. Birmingham. Pet Oct 30. Ord Nov 17  
 Fooks, William, St John's rd, Upper Holloway, Grocer. High Court. Pet Oct 27. Ord Nov 16  
 Gaithe, William Matthew, Bradford, Teacher of Music. Bradford. Pet Nov 14. Ord Nov 14  
 Hamilton, Robert, Northgate, York, Wireworker. Halifax. Pet Nov 18. Ord Nov 18  
 Jones, John, Wednesbury, Staffordshire, Licensed Victualler. Walsall. Pet Nov 2. Ord Nov 16  
 Larner, James, Treco rd, Nunhead, Fish Salesman. High Court. Pet Oct 21. Ord Nov 17  
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 Merchant, Ambrose William, Bath, Ironmonger's Assistant. Bath. Pet Nov 14. Ord Nov 18  
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 Oppermann, Carl Tunstell John, St John st, Clerkenwell, Electric Lighting Engineer. High Court. Pet Sept 24. Ord Nov 17  
 Parry, Jane, Penmaenmawr, Carnarvonshire, Licensed Victualler. Bangor. Pet Oct 30. Ord Nov 17  
 Parsons, Charles, Southport, Lancashire, Provision Dealer. Liverpool. Pet Nov 16. Ord Nov 16  
 Pink, George Edward, Brighton, Licensed Victualler. Brighton. Pet Nov 18. Ord Nov 18  
 Plumbe, Edward, Wiggington, Oxford, Blacksmith. Banbury. Pet Oct 5. Ord Nov 18  
 Robertson, Violet Duncan, Cambridge pl, Lodging House Keeper. High Court. Pet Oct 15. Ord Nov 16  
 Samuels, William, Manchester, Manufacturers' Agent. Manchester. Pet Sept 18. Ord Nov 16  
 Schreiber, George, High st, Hounslow, Mineral Water Manufacturer. Brentford. Pet Oct 15. Ord Nov 17  
 Shortis, Thomas, Old Swan, nr Liverpool, Cattle Salesman. Liverpool. Pet Nov 2. Ord Nov 16  
 Smith, Mary, Nantgarw, nr Pontypridd, Imkeeper. Pontypridd. Pet Nov 10. Ord Nov 10  
 Steel, John, Leeds, Foreman Dyer. Leeds. Pet Nov 16. Ord Nov 18  
 Stewart, James Crockett, Wyndermere, Westmorland, Watchmaker. Kendal. Pet Oct 22. Ord Nov 17  
 Taylor, Samuel, East Villa, Lincolnshire, Farmer. Boston. Pet May 18. Ord Nov 16  
 Trueblood, Moses, Hogsthorpe, Lincolnshire, Farmer. Boston. Pet Nov 18. Ord Nov 18  
 Ward, George, The Crag, Whitby, Aerated Water Manufacturer. Stockton on Tees and Middlesborough. Pet Nov 16. Ord Nov 16  
 Wharrie, Ward, Otley, Yorks, Currier. Leeds. Pet Oct 22. Ord Nov 17  
 Williams, Thomas, Liverpool, Wheelwright. Liverpool. Pet Oct 21. Ord Nov 17

Barker, Thomas, jun., Kingston upon Hull, Fruiterer. Kingston upon Hull. Pet Nov 19. Ord Nov 19. Exam Dec 7 at 2, at Court house, Townhall, Hull.

Boston, Walter, Northgate, Darlington, Tobaccoist. Stockton on Tees and Middlesborough. Pet Nov 20. Ord Nov 20. Exam Dec 9.

Butler, Patrick, Wells st, Physician. High Court. Pet Nov 20. Ord Nov 20. Exam Jan 13 at 11, at 34, Lincoln's inn fields.

Carruthers, William, Gablesby, nr Penrith, Farmer. Carlisle. Pet Nov 20. Ord Nov 20. Exam Dec 7 at 11.30, at Court house, Carlisle.

Child, John, Birmingham, Coachbuilder. Birmingham. Pet Nov 20. Ord Nov 20. Exam Dec 17 at 2.

Clark, William Thomas, Lapworth, Warwickshire, Licensed Victualler. Birmingham. Pet Nov 19. Ord Nov 19. Exam Dec 15 at 2.

Davies, Thomas Hancock, Aberavon, Glamorganshire, Grocer. Neath. Pet Nov 21. Ord Nov 21. Exam Dec 15 at 10.30, at Townhall, Neath.

Garland, J., Royal rd, Kennington, Cheesemonger. High Court. Pet Nov 4. Ord Nov 18. Exam Jan 15 at 11, at 34, Lincoln's inn fields.

Gooch, Arthur Brooks, Stoney st, Southwark, Potato Dealer. High Court. Pet Oct 27. Ord Nov 18. Exam Jan 15 at 11, at 34, Lincoln's inn fields.

Goodhall, John, Middlesborough, Contractor, Stockton on Tees and Middlesborough. Pet Nov 9. Ord Nov 20. Exam Dec 9.

Gray, James George, British st, Bow rd, Carpenter. Edmonton. Pet Nov 19. Ord Nov 19. Exam Dec 22 at 1, at Court house, Edmonton.

Hannay, John, Lea Cross, Salop, Surgeon. Shrewsbury. Pet Nov 19. Ord Nov 19. Exam Dec 14, at 12.30, at Shirehall, Shrewsbury.

Haskins, James, Kingswood, Gloucestershire, Grocer. Bristol. Pet Nov 21. Ord Nov 21. Exam Dec 10 at 12, at Guildhall, Bristol.

Hicks, James Creasey, Leamington, Livery Stable Keeper. Warwick. Pet Nov 20. Ord Nov 20. Exam Dec 15.

Holberry, Joseph, Bilston, Staffordshire, Licensed Victualler's Manager. Wolverhampton. Pet Nov 21. Ord Nov 21. Exam Dec 7.

Huckvale, James Augustus, Fenchurch street, Commission Agent. High Court. Pet Nov 21. Ord Nov 21. Exam Jan 15 at 11.30, at 34, Lincoln's inn fields.

Jones, Richard, Neath, Glam., Grocer. Neath. Pet Nov 20. Ord Nov 20. Exam Dec 15 at 10.30, at Townhall, Neath.

Mansbridge, Walter, Isle of Wight, Miller. Newport and Ryde. Pet Nov 7. Ord Nov 21. Exam Jan 6.

Marriner, William Tyler, Australian avenue, Commercial Traveller. High Court. Pet Sept 17. Ord Nov 20. Exam Jan 14 at 11 at 34, Lincoln's inn fields.

Meredith, John Henry, St Leonards on Sea, Lodging House Keeper. Hastings. Pet Nov 7. Ord Nov 21. Exam Dec 21.

Merritt, John James, High st, Shorelitch, Builder. High Court. Pet Nov 6. Ord Nov 20. Exam Jan 14 at 11 at 34, Lincoln's inn fields.

Minard, Edwin, Warwick rd, Kensington, Builder. High Court. Pet Nov 21. Ord Nov 21. Exam Jan 14 at 11 at 34, Lincoln's inn fields.

Minn, Lewis Duge, Tranquil vale, Blackheath, Tobaccoist. Greenwich. Pet Oct 30. Ord Nov 20. Exam Dec 4 at 1.

Oldfield, James Kellett, Leeds, Furniture Broker. Leeds. Pet Nov 20. Ord Nov 20. Exam Dec 15 at 11.

Owens, Owen, Llansidlynn, Anglesey, Farm Labourer. Bangor. Pet Nov 19. Ord Nov 19. Exam Dec 14 at 12.30.

Rhodes, James Fletcher, Dewsbury, Yorks, out of business. Dewsbury. Pet Nov 20. Ord Nov 20. Exam Dec 1.

Sale, Ellen, Manchester, Licensed Victualler. Manchester. Pet Nov 19. Ord Nov 20. Exam Dec 10 at 1.

Seward, Tom, Rich st, Limehouse, Licensed Victualler. High Court. Pet Nov 18. Ord Nov 18. Exam Jan 12 at 11 at 34, Lincoln's inn fields.

Shearman, Henry Franklin, Lowfield Heath, nr Reigate, Manager of an Agricultural Agency. Brighton. Pet Nov 18. Ord Nov 19. Exam Dec 10 at 12.

Sibley, James, Ryde, Isle of Wight, Baker. Newport and Ryde. Pet Nov 8. Ord Nov 21. Exam Jan 6.

Smith, Charles Augustus, Landport, Hampshire, Grocer. Portsmouth. Pet Nov 10. Ord Nov 19. Exam Dec 7.

Speller, Frederick Gray, Bristol, Commission Merchant. Bristol. Pet Nov 19. Ord Nov 19. Exam Dec 10 at 12 at Guildhall, Bristol.

Sugden, Alfred Harry, Aldersgate st, Ostich Feather Manufacturer. High Court. Pet Nov 20. Ord Nov 20. Exam Jan 12 at 11.30 at 34, Lincoln's inn fields.

Trye, Reginald Edward, Leekhampton, Gloucestershire, Clerk in Holy Orders. Cheltenham. Pet Nov 19. Ord Nov 19. Exam Dec 11 at 12.

Walker, David, Washington, Lincolnshire, Farmer. Lincoln. Pet Nov 19. Ord Nov 19. Exam Dec 14 at 2.

Ward, William Edwin, Nottingham, Lace Manufacturer. Nottingham. Pet Nov 19. Ord Nov 19. Exam Dec 15.

Watson, Thomas, Loftus in Cleveland, Yorks, Painter. Stockton on Tees and Middlesborough. Pet Nov 19. Ord Nov 19. Exam Dec 9.

White, Frederick Adolphus, Manchester, Dealer in Fine Arts. Manchester. Pet Nov 20. Ord Nov 20. Exam Dec 10 at 1.

Willis, Frederick, King st, St James's, Wine Merchant. High Court. Pet Sept 24. Ord Nov 20. Exam Jan 12 at 11.30 at 34, Lincoln's inn fields.

Winslow, Lyttleton Stewart Forbes, Old Cavendish st, Doctor. High Court. Pet Oct 13. Ord Nov 19. Exam Jan 12 at 11 at 34, Lincoln's inn fields.

Witt, James Joseph, and Ann Witt, Connaught st, Hyde pk, Greengrocers. High Court. Pet Nov 19. Ord Nov 19. Exam Jan 12 at 11 at 34, Lincoln's inn fields.

Wood, William, Brockley, Kent, Ironmonger. Greenwich. Pet Nov 20. Ord Nov 20. Exam Dec 18 at 1.

## FIRST MEETINGS.

Alderman, Frank Theophilus Sandland, Nottingham, Grocer. Dec 2 at 12. Official Receiver, High pavement, Nottingham.

Ashford, Edward, Ilkeston, Derbyshire, Saddler. Dec 2 at 12. Official Receiver, St. James's chbrs, Derby.

Avey, Samson, Fryerning, Essex, Builder. Dec 2 at 11. Shirehall, Chelmsford.

Banister, Herbert Charles, Bradford, out of business. Dec 1 at 11. Official Receiver, 31, Manor row, Bradford.

Barker, Thomas, jun., Kingston upon Hull, Fruiterer. Dec 3 at 11. Hull Incorporated Law Society, Lincoln's inn buildings, Bowalley lane, Hull.

Benson, John, Crosshills, nr Kildwick, Yorks, Innkeeper. Dec 7 at 11. Official Receiver, 31, Manor row, Bradford.

Bout, Philip Frederick, and William James Paston, Gt. Yarmouth, Fish Merchants. Dec 14 at 2. Mr. L. Blake, South Quay, Gt. Yarmouth.

Carruthers, William, Gablesby, nr Penrith, Farmer. Dec 7 at 12.30. Official Receiver, 24, Flesher st, Carlisle.

Curzon, William Deacon, Cowley, Brick Manufacturer. Dec 3 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.

Davies, Thomas Hancock, Aberavon, Glamorganshire, Grocer. Dec 3 at 12. Castle Hotel, Neath.

Dod, Frederick Hastings, Chesdale Hulme, Cheshire, Farmer. Dec 11 at 11.15. Official Receiver, County chbrs, Market pl, Stockport.

Freeman, William Richard, Bevington st, North Kensington, Coachbuilder. Dec 2 at 2. 33, Carey st, Lincoln's inn.

Goldstein, Morris, Chesapeake, Jeweller. Dec 9 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.

Hampton, Henry, North st, Wandsworth, Carman. Dec 2 at 3. Official Receiver, 109, Victoria st, Westminster.

Hardy, Richard, Weymouth, Dorset, Livery Stable Keeper. Dec 1 at 12.30. Antelope Hotel, Dorchester.

Hughes, Richard, Trefdraeth, Anglesey, Farmer. Dec 1 at 11.15. Queen's Head Cafe, Bangor.

Johnson, Joseph, Old Malton, Yorks, Farmer. Dec 2 at 11.30. Official Receiver, Scarborough.

Jones, Richard, Neath, Glamorganshire, Grocer. Dec 3 at 10.20. Castle Hotel, Neath.

Levette, John W., late 171, Queen Victoria st, Wine Merchant. Dec 2 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.

Lewis, William, Treherbert, Glamorganshire, Tailor. Dec 1 at 10.30. Official Receiver, Merthyr Tydfil.

Miner, Joseph Aldred, Nottingham, Furniture Remover. Dec 1 at 12. Official Receiver, 1, High pavement, Nottingham.

Minn, Lewis Duge, Tranquil vale, Blackheath, Tobaccoist. Dec 2 at 3. Official Receiver, 109, Victoria st, Westminster.

Morgan, F. J., West Chapel st, Mayfair, Gent. Dec 2 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.

Oldfield, James Kellett, Leeds, Furniture Broker. Dec 4 at 11. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds.

Parsons, Charles, Southport, Lancashire, Provision Dealer. Dec 2 at 3. Official Receiver, 35, Victoria st, Liverpool.

Phillips, Thomas George, London rd, Printer. Dec 3 at 2. 133, Carey st, Lincoln's inn.

Philpott, Robert, Branham House, Surbiton, Proprietor of a School. Dec 3 at 3.30. The Griffin Hotel, Kingston on Thames.

Pitt, George Edward, Brighton, Licensed Victualler. Dec 2 at 12. Official Receiver, 89, Bond st, Brighton.

Pleasance, Ernest, Exeter terr, West Hampstead, Watchmaker. Dec 2 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.

Speller, Frederick Gray, Bristol, Commission Merchant. Dec 21 at 12.30. Official Receiver, Bank chbrs, Bristol.

Stroud, James, Egham, Coachbuilder. Dec 2 at 3.15. Angel and Crown Hotel, Staines, Middlesex.

Szapara, Joseph, Brighton, Fruiterer. Dec 2 at 3. Official Receiver, 89, Bond st, Brighton.

Taylor, Samuel, Newark, late Publican. Dec 1 at 2. Official Receiver, 1, High Pavement, Nottingham.

Trueblood, Moses, Hoggthorpe, Lincolnshire, Farmer. Dec 3 at 12.30. Official Receiver, 1, High pavement, Nottingham.

Wakcham, John Henry, Cardiff, Tailor. Dec 3 at 2.30. Official Receiver, 3, Crockettstown, Cardiff.

Walton, Thomas Tredwell, Southwark pk rd, Bermondsey, Grocer. Dec 3 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.

Ward, George, Whitby, Yorks, Aerated Water Manufacturer. Dec 1 at 11. Official Receiver, 8, Albert rd, Middlesborough.

Watson, Thomas, Loftus in Cleveland, Yorks, Painter. Dec 1 at 11.30. Official Receiver, 8, Albert rd, Middlesborough.

Williams, Lewis, and William Joseph Lovegrove, Machynlleth, Montgomeryshire, Auctioneers. Dec 4 at 1.30. Townhall, Aberystwith.

## ADJUDICATIONS.

Akehurst, Stephen Allen, Freshfield, Lancashire, Grocer. Liverpool. Pet Nov 18. Ord Nov 19.

Alderman, Frank Theophilus Sandland, Nottingham, Grocer. Nottingham. Pet Nov 18. Ord Nov 20.

Ashford, Edward, Ilkeston, Derbyshire, Saddler. Derby. Pet Nov 18. Ord Nov 19.

Blackburn, Thomas, Church st, Barnsley, Joiner. Barnsley. Pet Oct 26. Ord Nov 20.

Boult, Philip Frederick, and William James Paston, Great Yarmouth, Fish Merchants. Great Yarmouth. Pet Nov 12. Ord Nov 19.

Cairns, Adam, Silvertown, Essex, Engineer. High Court. Pet Oct 7. Ord Nov 21.

Clayton, David, Erwood, Brecon, Grocer. Newtown. Pet Oct 28. Ord Nov 20.

Crane, Howard James, Felixstowe, Suffolk, out of business. Ipswich. Pet Nov 14. Ord Nov 15.

Cressie, Frederick, Berkeley, Gloucestershire, Farmer. Gloucestershire. Pet Nov 16. Ord Nov 21.

D'Almaine, Adolphe Victorine, New Bond st, Milliner. High Court. Pet Nov 9. Ord Nov 19.

Dove, Henry, Staple, Kent, Market Gardener. Canterbury. Pet Nov 2. Ord Nov 20.

Fieldgate, Daniel, Kennington Park rd, Tea Merchant. High Court. Pet Nov 4. Ord Nov 19.

Forryan, Robert, Littlethorpe, Leicestershire, Baker. Leicester. Pet Oct 24. Ord Nov 20.

Gibbons, Alfred, Yeovil, Somerset, Dairyman. Yeovil. Pet Nov 12. Ord Nov 21.

Goldie, Archibald, Hereford, Tailor. Hereford. Pet Nov 7. Ord Nov 21.

Gray, James George, 21, British st, Bow rd, Carpenter. Edmonton. Pet Nov 19. Ord Nov 19.

Harrison, Owen, Wilcock rd, Wandsworth rd, Butcher. High Court. Pet Oct 31. Ord Nov 20.

Haycock, John Edward, Eton, Hatter. Windsor. Pet Oct 22. Ord Nov 19.

Heywood, Edward Wigley, Bury, Lancashire, Musical Instrument Seller. Bolton. Pet Nov 4. Ord Nov 19.

Hitch, Frederick, Hadlow, Kent, Beerhouse Keeper. Trnbridge Wells. Pet Nov 3. Ord Nov 19.

Hough, John, Appleton, nr Widnes, Lancashire, Bookseller. Liverpool. Pet Nov 4. Ord Nov 21.

Johns, John, Colwall, Herefordshire, Carpenter. Worcester. Pet Nov 7. Ord Nov 19.

Jones, Thomas Richard, Penygroes, Carnarvonshire, Timber Merchant. Bangor. Pet Oct 24. Ord Nov 19.

Leonard, Samuel, High st, Feltham, Builder. Kingston, Surrey. Pet Oct 19. Ord Nov 20.

Lewis, William, Treherbert, Glamorganshire, Tailor. Pontypridd. Pet Nov 17. Ord Nov 20.

Lomas, Joseph, Leek, Staffordshire, Tailor. Macclesfield. Pet Nov 16. Ord Nov 19.

McKinley, Patrick, Birkenhead, Furniture Dealer. Birkenhead. Pet Nov 2. Ord Nov 20.

Mitchell, George E., Eardsley crescent, Earls ct, no occupation. High Court. Pet Sept 18. Ord Nov 20.

Miner, Joseph Aldred, Nottingham, Furniture Remover. Nottingham. Pet Nov 18. Ord Nov 20.

Nixon, John Lumsdon, Plymouth, Ship Agent. East Stonehouse. Pet Nov 5. Ord Nov 21.

Owens, Owen, Llansidlynn, Anglesey, Farm Labourer. Bangor. Pet Nov 19. Ord Nov 19.

Playdon, Sampson, Bristol, Currier. Bristol. Pet Nov 16. Ord Nov 20.

Rooke, William, Liverpool, Cotton Broker. Liverpool. Pet Sept 9. Ord Nov 20.

Seward, Tom, Rich st, Limehouse, Licensed Victualler. High Court. Pet Nov 18. Ord Nov 19.



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Smith, Charles Augustus, Landport, Hants, Grocer. Portsmouth. Pet Nov 19.  
Ord Nov 19  
Stevens, Richard, Beaufort ter, North End rd, Fulham, Glass Dealer. High  
Court. Pet Jan 21. Ord Nov 17  
Sunderland, William, Keighley, Yorks, Joiner. Bradford. Pet Oct 30. Ord  
Nov 20  
Taylor, Samuel, Newark, Nottinghamshire, late Publican. Nottingham. Pet  
Nov 6. Ord Nov 20  
Turner, Charles, Creeting All Saints, Suffolk, Farmer. Bury St Edmunds. Pet  
Sept 9. Ord Nov 19  
Vincett, Alfred, Folkestone, Dairyman. Canterbury. Pet Nov 2. Ord Nov 20  
Vine, Henry William, Eastbourne, Baker. Lewes and Eastbourne. Pet July 17.  
Ord Nov 20  
Walker, David, Wasingborough, Lincolnshire, Farmer. Lincoln. Pet Nov 19.  
Ord Nov 19  
Ward, William Edwin, Nottingham, Lace Manufacturer. Nottingham. Pet  
Nov 19. Ord Nov 20  
Watson, Thomas, Loftus in Cleveland, Yorks, Painter. Stockton on Tees and  
Middlesborough. Pet Nov 19. Ord Nov 19  
Wayman, William, Felixstowe, Suffolk, Builder. Ipswich. Pet Oct 9. Ord  
Nov 18  
Williams, John Hood, Haverfordwest, Watchmaker. Pembroke Dock. Pet  
Oct 27. Ord Nov 20  
Wolowitsch, Gottlieb, Deptford, Kent, Watchmaker. Greenwich. Pet Aug 22.  
Ord Nov 20  
Wormold, Walter G., Fentiman rd, South Lambeth, Builder. High Court. Pet  
Sept 23. Ord Nov 19  
Yorke, Walter, Birmingham, Boot Dealer. Birmingham. Pet Oct 22. Ord  
Nov 20

ADJUDICATION ANNULLED.  
Furness, Robert, Church, nr Acorington, Oil Merchant. Blackburn. Adjud  
Nov 10. Annul Nov 17

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Being without sugar, spice, or other admixture, it suits  
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Mixtures.  
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COCOATINA A LA VANILLE is the most delicate, digestible,  
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richer chocolate is prohibited.  
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Grocers.  
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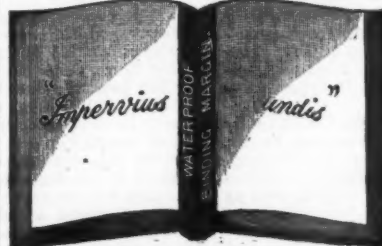
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# REPORT OF THE DIRECTORS OF THE GRESHAM LIFE ASSURANCE SOCIETY,

To the Ordinary General Meeting of Shareholders, held on November 17, 1885.

CHIEF OFFICE: ST. MILDRED'S HOUSE, LONDON.

THE DIRECTORS have now to present their Report on the operations of the thirty-seventh financial year of the Society ending June 30, 1885, and on the Triennial Valuation of its affairs.

During the year 7,394 proposals were made to the Society for assuring the sum of £2,655,728, and 6,138 policies were issued, assuring an amount of £2,136,899. The immediate annuities granted during the year were for the yearly payment of £8,606 19s. 9d.

The income from premiums, after deducting the amount paid for re-assurance, was £567,414 13s. 2d., including £78,098 0s. 4d. in premiums for the first year of assurance.

The balance of the interest account amounted to £149,628 1s. 10d., which, together with the premiums, raised the income of the Society to £717,042 15s. for the year. The interest which had become payable, but which had not been received at the date of closing the accounts, is included in the item of "Outstanding Interest and Rent" among the Assets.

The claims made upon the Society and admitted under Life Assurance policies were for an amount of £265,581 2s. 8d., whilst the claims under policies for Endowments that had matured amounted to £116,769 12s. 7d. The sum of £46,317 1s. 9d. was paid for the surrender of policies.

After providing for these amounts, for the annuities falling due within the year, for office expenses, and other charges on the income of the year, there remained a balance of £157,798 17s., which augments the fund available for the existing policies of the Society. This fund amounted at the end of the financial year to £3,571,300 0s. 9d., which, with the amount of £71,281 14s. 1d. reserved for the settlement of claims outstanding, for the payment of annuities not applied for, and for other purposes specified in the Balance Sheet, makes up the total of Assets to £3,642,581 14s. 10d., as shown in the Second Schedule appended to this Report.

The accounts have been duly audited by Mr. WILLIAM W. VENN (Notary Public), a Policy-holder, on behalf of the Policy-holders, and by Mr. JOHN G. LADBURY (Chartered Accountant), a Shareholder of the Society, on the part of the Shareholders. The whole of the securities and documents representing the Assets of the Society have been verified, both by the Directors and by the Auditors.

The Directors having reported on the general operations of the Society for the financial year, now turn to the subject of the Triennial Valuation of the Assurance and Annuity Contracts in force on June 30, 1885.

The results of the Valuation are fully stated in the Report of the Actuary, Mr. THOS. G. ACKLAND, F.I.A., of which the Directors communicate the following extracts:—

"BASIS OF THE VALUATION.—(1) MORTALITY.—The valuations of the Society's policies have hitherto been based upon the Mortality Tables known as the 'Experience of the seventeen British Companies,' but these tables, which represent the experience of Assured Lives prior to 1838, have been entirely superseded by the tables published more recently by the Institute of Actuaries, which include the experience of Assured Lives up to 1863, and are generally acknowledged to be the best existing exponent of the mortality among Assured Lives. I have therefore adopted in the present valuation 'The Institute of Actuaries' (Hm) Experience Table.' The valuation is thus conducted upon the most modern and extensive data available, while the reserves brought out by the tables adopted are proportionately somewhat higher than those brought out by the tables hitherto adopted.

"The Pure Endowments, which are mostly upon the lives of young children, have necessarily been valued by a different table, as the 'Hm' Table does not contain data under the age of ten years. I have adopted the 'Carlisle' Table for the valuation of the Pure Endowments.

"The Immediate Annuities effected prior to December 31, 1883, have been valued by the Table of Mortality adopted at former valuations—viz., the 'Seventeen Offices Experience.' At the above date the published rates at which the Society granted Annuities were reconstructed, and based upon the experience of Government Annuitants (1860, Male and Female). I have therefore employed this table, which brings out a much larger reserve, for the valuation of annuities effected since December 31, 1883.

"(2) INTEREST.—The rate of interest assumed throughout in the valuation of the Assurance contracts is  $3\frac{1}{2}$  per cent., this being a rate which may fairly be reckoned upon in the future upon securities of the first class. Any higher rate realized upon investment would, of course, be an element of profit.

"The Immediate Annuities have been valued at the rate of 4 per cent., which is well within the average rate yielded by the funds of the Society.

"The rates of interest actually realized during the past triennium on the total funds of the Society (invested and uninvested) have been as follows:—

	Per Cent.
1882-3 . . . . .	£4 4 9
1883-4 . . . . .	4 2 8
1884-5 . . . . .	4 5 9

showing an average rate, over the whole period since the last valuation, of £4 4s. 5d. per cent.

"CASES IN FORCE.—It will be observed that the Society had on its registers on June 30, 1885, the date of the valuation, 41,927 policies, assuring, together with bonus additions, the total sum of £15,831,253 2s., and giving rise to an annual premium income, reduced by application of bonus, of £574,962 2s., exclusive of £4,014 1s. 3d. extra premium for temporary risks, and for lives accepted at an increase on the tabular rates.

"The sums re-assured amounted to £69,298, subject to the yearly payment by the Society of £2,236 3s. 6d. as re-assurance premiums.

"It will be further observed that at the date of the valuation there were in force 2,180 contracts for Annuities, amounting to £96,051 12s., of which the yearly sum of £93,652 18s. is now payable by the Society, and the remainder at deferred periods, subject to the payment in the meantime to the Society of premiums amounting to £606 3s. 3d. per annum.

"There were also 280 contracts for Deferred Annuities in Italian Renten, involving a future payment by the Society equivalent, with bonus additions, to £4,230 16s. per annum, subject to the payment in the meantime to the Society of a sum of £2,440 6s. per annum.

"RESULTS OF THE VALUATION.—The liability under the policies in force at the date of the valuation is shown in the statements appended to this Report.

"The difference between the present value of the sums assured and of the net premiums constitutes the amount required for the Assurance Fund or Reserve, which, at the date of the valuation, was determined by mathematical calculation at £2,635,012 6s., and is entered in the Balance Sheet at that figure, under the head 'Assurance Fund.'

"The present value of the Annuity contracts was, at the date of the valuation, £804,093 4s., whilst the present value of the net premium income to be received by the Society in respect of the Annuities for deferred periods was £3,996 8s. The difference in amount between these values, £800,096 16s., determines the sum required to be set apart to meet the payment of the Annuities as they fall due, and this amount is entered in the Balance Sheet under that figure.

"The Deferred Annuities in Italian Renten have been valued as a distinct class. The nominal capital of 'Renten' required for this class of policies is £17,359, the present value of which is £16,925 16s., and is entered for so much in the Balance Sheet.

"The General Fund, which appears upon the books of account as available for Assurance Fund, Annuity Fund, and Italian Renten Annuity Fund, amounts to £3,452,034 18s., constituted as follows:—

	£	s.	d.
Assurance Fund . . . . .	2,635,012	6	0
Annuity Fund . . . . .	800,096	16	0
Italian Renten Annuity Fund . . . . .	16,925	16	0
Total . . . . .	£3,452,034	18	0

"Upon reference to the Balance Sheet it will be observed that the available Assets of the Society, after making allowance for the Share Capital and outstanding liabilities, amounted, on June 30 last, to £3,549,588 0s. 9d. The total liability under the Assurance and Annuity Contracts of the Society at the same date was, as above shown, £3,452,034 18s. The difference between these amounts, £97,553 2s. 9d., represents the Surplus Fund, which is available for distribution amongst the Policy-holders and Shareholders of the Society."

Acting upon the above Report, the Directors declare as divisible surplus the sum of £96,000, which they recommend for division among the Policy-holders and Shareholders.

Eighty per cent. of the amount declared as surplus divisible will, on June 30 next, be apportioned, as usual, to holders of participating policies in force at the date of the Balance Sheet, and will be applied in augmentation of the sums assured. The usual options will be allowed to the Policy-holders in selecting the mode in which their bonus may be applied, but subject in all respects to the conditions of their contracts, and to the regulations of the Society, as stated in the notices to be issued when the requisite calculations in detail shall have been completed by the Actuary.

The Directors retiring on the present occasion are Messrs. H. C. T. BRADNELL, WILLIAM THORNTONWATTE, and GEORGE TYLER, who, being eligible and willing to serve again, are recommended by the Board to constitute the list for re-election.

Mr. VENN and Mr. LADBURY retire as auditors, but, being eligible, they again offer themselves for election, the former on behalf of the Policy-holders, and the latter on behalf of the Shareholders.

By order of the Board,

JOSEPH ALLEN,

Secretary.

November 17, 1885.



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